

Response Exhibit 9 - Explanation

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554

In the Matter of)	
)	
Connect America Fund)	WC Docket No. 14-93
)	
CAF Phase II Challenge Process)	

**CAF Phase II Challenge – Evidence of No Broadband Service –
No Broadband Service With Requisite Usage Allowance Offered**

CenturyLink has reviewed broadband provider websites for information regarding their broadband services including whether they offer broadband service with the requisite usage allowance. The Commission has stated that the minimum allowed usage limit is 100 GB per month, with the opportunity to obtain additional data usage at a reasonable price (to the extent the provider’s plan imposes a usage limit).¹ The Bureau has further explained that “an offering with a usage allowance of less than 100 GB per month may still satisfy the requirement, so long as a consumer can purchase additional data and the total cost of the plan plus additional data does not exceed the price requirement.”²

In reviewing the provider websites CenturyLink has found that certain providers are offering data usage limits that do not comply with these requirements. Instead, CenturyLink has found the following:

- (1) For minimum 4/1 service, the provider is offering a data usage limit that is below 100 GBs and if a customer purchases additional data to reach a 100 GB usage, the total price for the service may exceed the Bureau’s recently adopted broadband reasonably comparability benchmark³; or
- (2) The provider website states that the provider has a broadband usage limit, but does not state what that usage limit is. Rather, the provider states that it has the sole discretion to either block usage and/or bill the customer for overage, without identifying the initial usage limit.

¹ *In the Matter of Connect America Fund*, Report and Order, WC Docket No. 10-90, DA 13-2115 (rel. Oct. 31, 2013) at ¶ 16.

² *Id.* at n.41.

³ See *In the Matter of Connect America Fund*, Report and Order, WC Docket No. 10-90, DA 14-1569, ¶¶ 9,10 & 13 (rel. Oct. 29, 2014).

Thus, in these situations either the provider is not offering broadband service with the requisite broadband usage limits to qualify as an unsubsidized competitor, or there is not sufficient information on the website for a customer to determine whether the service is comparable to that offered in other areas. In either case, the service is not consistent with the CAF Phase II standards. In light of these findings, CenturyLink provides the attached declaration and list of providers that are not offering broadband service with the requisite usage limits. CenturyLink submits that these providers are not offering broadband service that allows them to qualify as unsubsidized competitors for CAF Phase II purposes. In turn, the identified census blocks they serve should continue to be categorized as unserved and remain eligible for CAF Phase II..

Response Exhibit 9 - Declaration

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554

In the Matter of)	
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Connect America Fund)	WC Docket No. 14-93
)	
CAF Phase II Challenge Process)	

DECLARATION OF GERALD FLURER

1. My name is Gerald Flurer. I am employed as a Regulatory Operations Director at CenturyLink. My business address is 600 New Century Parkway, New Century, KS. In my current position at CenturyLink, some of my responsibilities include managing various GIS mapping projects which have included compiling and submitting CenturyLink's data for the National Broadband Map (NBM).

2. In this declaration, I describe the steps CenturyLink has taken to determine that the providers identified in the list attached to this declaration are not providing the requisite broadband service in the identified census blocks. As such, CenturyLink submits that these census blocks should continue to be categorized as unserved and remain eligible for CAF Phase II support.

3. CenturyLink reviewed the FCC's Prima Facie Unserved-to-Served Challenges list of census blocks and developed a list of census blocks and filing parties to which response was needed by determining which census blocks were within CenturyLink service territory.

4. I and others reviewed provider websites for whether the providers were offering broadband service at speeds of at least 4 Mbps downstream /1 Mbps upstream (4/1) – the speed necessary for a provider to qualify as an unsubsidized competitor for CAF Phase II purposes. Additionally we checked whether broadband service meeting the speed criteria was also being


offered with a data usage limit. If there was a data usage limit we checked whether the limit permitted was at least 100 GB for a price that meets the Bureau's recently adopted broadband reasonably comparability benchmark.¹

5. We also found situations where the provider website stated that there was a data usage limit but did not state what the limit was. As such, the website did not inform us – or a potential consumer – that the service had an appropriate data usage limit. In several instances the provider's language states at its sole discretion it will limit the usage of the customer.

6. Based on these findings, the list attached to this declaration identifies the providers whose websites showed that the providers were offering broadband with data usage limits but the data usage limits are not in accord with the FCC's requirements, or it cannot be determined whether the data usage limits are in accord with the FCC's requirements. Also attached to this declaration are screen prints of the websites reflecting the insufficient data usage limits.

7. As such, CenturyLink submits that these providers are not offering broadband service with data usage limits that qualify the provider as an unsubsidized competitor in the identified census blocks for CAF Phase II purposes. Consequently, these census blocks should continue to be categorized as unserved and remain eligible for CAF Phase II support.

I declare, under penalty of perjury, that the foregoing is true to the best of my knowledge, information, and belief.


Gerald Flurer

Executed on November 7, 2014

¹ See In the Matter of Connect America Fund, Report and Order, WC Docket No. 10-90, DA 14-1569, ¶¶ 9, 10 & 13 (rel. Oct. 29, 2014).

Response Exhibit 9 - Evidence A

HoCoName	CBFIPS	FRN	Filing Party	StateAbbr
First Step Internet, LLC	160499400001029	0010766228	First Step Internet	ID
First Step Internet, LLC	160499400002015	0010766228	First Step Internet	ID
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First Step Internet, LLC	160499400005036	0010766228	First Step Internet	ID
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First Step Internet, LLC	160499602004199	0010766228	First Step Internet	ID
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HoCoName	CBFIPS	FRN	Filing Party	StateAbbr
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HoCoName	CBFIPS	FRN	Filing Party	StateAbbr
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First Step Internet, LLC	160699607001026	0010766228	First Step Internet	ID
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HoCoName	CBFIPS	FRN	Filing Party	StateAbbr
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JAB Wireless, Inc.	080410074002039	0014175673	JAB Wireless	CO
JAB Wireless, Inc.	080490002011371	0014175673	JAB Wireless	CO
JAB Wireless, Inc.	080679706002000	0014175673	JAB Wireless	CO
JAB Wireless, Inc.	080690024021434	0014175673	JAB Wireless	CO
JAB Wireless, Inc.	080930004001448	0014175673	JAB Wireless	CO
JAB Wireless, Inc.	080930004001702	0014175673	JAB Wireless	CO
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JAB Wireless, Inc.	080930005002091	0014175673	JAB Wireless	CO
JAB Wireless, Inc.	080930005002175	0014175673	JAB Wireless	CO
JAB Wireless, Inc.	080930005003145	0014175673	JAB Wireless	CO
JAB Wireless, Inc.	080930005003147	0014175673	JAB Wireless	CO
JAB Wireless, Inc.	081039511001256	0014175673	JAB Wireless	CO
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HoCoName	CBFIPS	FRN	Filing Party	StateAbbr
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HoCoName	CBFIPS	FRN	Filing Party	StateAbbr
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HoCoName	CBFIPS	FRN	Filing Party	StateAbbr
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HoCoName	CBFIPS	FRN	Filing Party	StateAbbr
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HoCoName	CBFIPS	FRN	Filing Party	StateAbbr
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HoCoName	CBFIPS	FRN	Filing Party	StateAbbr
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PCC Holdings, Inc.	350519624011734	0007566961	TRANSWORLD NETWORK, CORP.	NM

Response Exhibit 9 - Evidence B

0007566961 -A- TransWorldNet Terms Internet Usage

WI-POWER[®] – Terms and Conditions of Service and Customer Agreement*:

NOTICE BY APPLYING FOR SERVICE, USING THE MATERIALS INCLUDED IN THIS PACKAGE, OR ACCESSING TRANSWORLD NETWORK, CORP'S (TWN) WIRELESS BROADBAND INTERNET ACCESS SERVICE (WI-POWER[®], SERVICE), YOU (CUSTOMER, USER, SUBSCRIBER, MEMBER) BECOME A PARTY TO THIS AGREEMENT AND SHALL BE BOUND BY ALL OF THE TERMS AND CONDITIONS SET FORTH BELOW AND AS LISTED ON THE COMPANY'S WEBSITE: <http://www.wi-power.com>. THIS AGREEMENT, AND ALL POLICIES AND GUIDELINES REFERRED TO HEREIN, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN YOU AND TWN REGARDING USE OF THE SERVICE, AND MAY BE AMENDED AT ANY TIME AND IN ANY FASHION BY TWN. IT IS YOUR RESPONSIBILITY TO READ, UNDERSTAND AND ABIDE BY ALL OF THE PROVISIONS OF THIS AGREEMENT AS IT STANDS AND AS IT MAY BE AMENDED FROM TIME TO TIME. IT IS YOUR RESPONSIBILITY AND YOU AGREE TO PERIODICALLY ACCESS THE MOST CURRENT VERSION OF THESE TERMS & CONDITIONS. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CEASE ALL ACCESS, MAKE ARRANGEMENTS TO RETURN ANY TWN EQUIPMENT AT YOUR PREMISE, AND RETURN THESE MATERIALS IMMEDIATELY TO TRANSWORLD NETWORK, CORP (TWN). APPLICABLE EARLY TERMINATION PENALTIES AND FEES MAY APPLY. THE PROVISIONS OF THIS AGREEMENT WILL CONTINUE IN EFFECT EVEN AFTER TERMINATION OF YOUR ACCESS.

You agree that the laws of the State of Florida shall be applied in all matters pertaining to the construction and/or application of the terms of this Agreement. Your acceptance of this Agreement constitutes your consent and submission to personal jurisdiction of the courts of the State of Florida, with respect to any matter relating to your use of the Service.

Customers must be at least 18 years old. You represent that you are of full age of legal majority and are not under any disability or restriction, and are in all respects fully authorized and empowered to enter into this Agreement and be bound by and perform in accordance with its terms. This document, when accepted by you, will impose certain legally enforceable obligations upon you. If you have any questions pertaining to the content or effect of this Agreement, it is your responsibility to contact your own legal advisor.

The intent of this agreement is to enhance your use of the Internet by giving you basic guidelines for its use. Users of TWN Wi-Power Broadband Internet services must fully abide by the terms of this agreement. You acknowledge that, in accordance with these Terms and Conditions, at our sole discretion, we may remove any materials that may be illegal, may subject us to liability, or which may violate this agreement. Should you commit any violation of this agreement, your Wi-Power Wireless Broadband Internet Access account may be suspended or terminated and you may face other recourse(s) as may be available to TWN.

INTRODUCTION – Wireless Broadband Internet access service provides high speed Internet access without the use of a phone line. Data is transmitted to and from your computer via the Ethernet cable to an antenna mounted outside your residence or business, and then proceeds to the base antenna via microwave type transmission. Wi-Power service provides an Internet gateway and ancillary services for access and use of the Internet. It is comprised, in part, of proprietary technology that TWN has procured for use by its customers from certain third party vendors. Wi-Power service is provided and operated by TransWorld Network, Corp (TWN). For additional information regarding the service, refer to the latest "Wireless Internet Service FAQs" available at <http://www.wi-power.com>. You are responsible for providing the necessary computer equipment, devices, and software and for connecting to the modem and equipment provided by TWN. Minimum system requirements are set forth in this agreement. Use of Wi-Power ("the Service") is subject to interruptions at TWN's discretion. Unauthorized access to the Service, to restricted portions of the Service, or to the telecommunications or computer facilities used to deliver the Service, is a breach of this agreement and may result in termination of service by TWN. Please also note that Communication systems are subject to degradation of service from phenomena such as so called Line Noise interference and other causes beyond the reasonable control of TWN.

You are responsible for learning to use the Internet services you choose, and for the use of software designed for use with the Internet. Users utilizing Wi-Power are paying for access to the Internet, not the education on how to use it. TWN is not responsible for configuring, or teaching Customers how to operate any hardware or software on their computer(s). TWN reserves the right to refuse technical support to any Customer who TWN believes is abusing the service of technical support.

TWN will provide most notices to customers by email or bill insert. Other notices may be given by a general posting,

or by conventional mail.

If you need to send notice to TWN or if you have any questions or comments, you can reach TWN by calling 1-877-877-6861, sending email to customersvc@twncorp.com, or by writing to: TRANSWORLD NETWORK, CORP ATTN: CUSTOMER SERVICE – WI-POWER, 255 Pine Ave N, Oldsmar, FL 34677

APPLICATION FOR SERVICE – You warrant and represent that all information provided to TWN for purposes of applying for service is complete, accurate and true. If TWN subsequently determines that any statements made while applying for service are false, incomplete or inaccurate, TWN may declare you to be in default under this agreement and may exercise any remedies it has under this agreement at law or in equity. Applications are subject to approval by TWN.

CREDIT APPROVAL / ESTABLISHMENT OF CREDIT, DEPOSITS – TWN requires all Customers to establish credit worthiness to the reasonable satisfaction of the Company. Upon application for service, you shall be deemed to have authorized TWN to obtain such routine credit information and verification as TWN shall require in accordance with its then existing credit policies. Any applicant whose credit has not been duly established and acceptable to the Company may be required to make a deposit to be held as a guarantee of payment of charges. TWN shall have the right to require you to make a deposit prior to or at any time after provisioning of any service. Waiver of initial deposit for any one Customer shall not act as a waiver for any other customer. At TWN's option, the deposit may be refunded or credited to the Customer at any time prior to the termination of service or if any balance is outstanding on the Customer's account at the time of cancellation, TWN reserves the right to apply the Customer's deposit against any unpaid balance. In the event TWN requires the prospective customer to make a deposit and the Customer refuses to make a deposit or advance payment, TWN may reserve the right to refuse to provide service to the Customer.

USE OF SERVICE, FRAUD, TERMINATION OR DENIAL OF SERVICE BY THE COMPANY – The Customer, not TWN, shall be responsible for compliance with FCC Rules for all Customer premise equipment and/or facilities once the equipment has been installed by TWN on the customer's premises. The Customer understands that Services are furnished subject to the condition that there will be no abuse, fraudulent and/or illegal use thereof. Such activity includes, but is not limited to: (1) Using the Service for any purpose which is in violation of any law. (2) Obtaining or attempting to obtain Services through any scheme, false representation and/or use of any fraudulent means or devices whatsoever with the intent to avoid payment, in whole or in part, of charges for Services, or assisting any other person or firm in such regard. (3) Attempting to, or actually obtaining, accessing, altering, or interfering with the communications and/or information by rearranging, tampering with or making any connection with any facilities of the Company or assisting any other person or firm in such regard. (4) Using the Services in a manner that interferes unreasonably with the use of Service by one or more other Customers. (5) Using the Service to convey information deemed to be obscene, salacious, or prurient, to impersonate another person with fraudulent or malicious intent, to contact another person or persons so frequently, at such times, or in such a manner as to annoy, abuse, or harass, or to convey information of a nature or in a manner that renders such conveyance unlawful. The Company may immediately cancel the provision of services to the Customer, without incurring liability, for any of the following reasons: Nonpayment of any sum due to the Company for any service on a timely basis; use of any service in a fraudulent or suspected fraudulent manner; unauthorized attempts resell the service; failure to comply with any material provision of these Terms and Conditions; or the violation of any law or requirement of any governmental agency. If Customer fails to comply with this section, Customer acknowledges release of TWN from all liabilities or obligations and agrees to pay TWN for all costs or damages that TWN incurs as a result.

LIABILITY OF THE COMPANY, INDEMNITY – The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: (1) acts of God, fires, flood or other catastrophes; (2) any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any civil or military authority; or (3) national emergencies, insurrections, riots, wars or other labor difficulties. In addition, the Company shall not be liable for any damages or losses due to the failure or negligence of any Customer or due to the failure of the provided equipment, facilities or services. TWN is not liable for, and shall be fully indemnified and held harmless by the Customer against any claim of special, consequential, punitive or incidental damages including loss of use, profits, revenue or goodwill. TWN shall not be liable for any failure or performance of any equipment due to causes and/or circumstances beyond its control, nor shall TWN be liable for any act or omission for any other company furnishing any portion of Service to Customer, including, but not limited to, any equipment owned or leased by Customer, any equipment supplied to Customer by TWN or any other supplier of equipment to Customer, or any network Service contracted by Customer or TWN. Further, TWN shall not be liable for and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense or damages of any kind, whether direct, indirect, special or consequential, arising from, or in any way attributable to, acts or omissions of the Company relating to the

installation, provision, termination, maintenance, repair, restoration, or billing of any service, feature or option available under these Terms and Conditions.

NO WARRANTIES – TWN makes no warranties, express or implied, including without limitation, any implied warranty of merchantability or fitness for a particular purpose, to Customer in connection with use of the Service. In no event shall TWN be liable for incidental or consequential damages to the full extent the same may be disclaimed by law. Customer acknowledges that Service interruptions will occur from time to time and agrees to hold TWN harmless for all such interruptions.

CHANGES TO RATES, TERMS AND CONDITIONS – TWN may change Rates, Network Addresses, email usernames or domains, promotion periods, and/or Terms and Conditions from time to time. TWN will generally notify Customers of increases via bill message, bill insert or other reasonable commercial method prior to the effective date for the increases. TWN may decrease rates and charges without providing advance notice. Continued use of the services constitutes the Customer's agreement to TWN's rates and terms and conditions that are in effect at the time the Customer uses the services.

AVAILABILITY – Services, Products, Plans and Promotional Offerings are subject to the availability of services and facilities and may be limited to a specific geographical area, a subset of a specific market, affinity group, or customer type (business, residential). Customer acknowledges that all Plans, Products, and Promotional Offerings may be offered for a limited time.

OTHER SERVICES – Where available, TWN also provides other services including digital phone service and long distance telecommunications services. Terms and Conditions for use of TWN's other services can be accessed via the Internet at: <http://www.twncorp.com> or <http://www.wi-power.com>.

TERM AND BUNDLED PLANS – All Wi-Power service plans require a minimum term of service. Minimum term requirement varies by plan. The term begins on the date of installation. In addition to Wi-Power services, where available, TWN offers residential customers the opportunity to enroll in bundled plans with other services when customers agree to remain active on the plan(s) for at least one year from enrollment. Bundled plans may or may not offer discounted rates for one or more of the services bundled. Early termination fees, disconnection requests, and restrictions/conditions apply. See subsequent sections for details. Upon completion of the plan(s) term, the plan(s) will automatically convert to a month-to-month term where early termination fees will not apply. Please note: If a customer has met their Wi-Power minimum service term and chooses to sign up for a bundled plan, the customer will need to agree to an additional 1year term.

SERVICE – Service is provided and billed on a regular basis until cancelled by the Customer through notice given to TWN or until cancelled by TWN for non-payment or other breach of terms & conditions. The Customer is responsible for payment of all charges for service(s) furnished by the Company. Nonuse of the service does not relieve the customer of liability.

INVOICING – TWN will issue invoices for Service charges on a regular basis, which are due and payable 30 days from the invoice date. Fees are billed in advance. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance. The Company will bill the Customer directly for services rendered. Fees are due on or before the due date on the bill. Service will continue to be provided until canceled by the Customer or discontinued by the Company as set forth in these Terms and Conditions. TWN reserves the right to correct any billing errors or omissions. Customers are automatically enrolled in TWN's Paperless E-Bill program, where a link to the Customer's invoice will be sent via electronic mail instead of via the U.S. Postal Service. The Customer understands and accepts that they will not receive a paper invoice. The Customer also agrees to ensure that the Customer has the proper hardware, software and Internet services in order to receive the Paperless E-Bill Service. Failure to access invoices via the Paperless E-Bill option does not relieve the Customer of any obligation relating to these terms and conditions of service. For an additional monthly recurring charge, Customers may choose to receive paper invoices.

TAXES AND OTHER CHARGES – In addition to payment for Services, Customer must pay all taxes, fees, surcharges and other charges that TWN bills the Customer related to Services. Taxes and other charges will be in the amounts that federal, state and local authorities require or allow TWN to bill Customer. TWN will not provide advance notice of changes to taxes and other charges, except as required by applicable law. The Company may modify its rates and charges or impose additional rates and charges on its services in order to recover amounts it is required to collect or pay to governmental or quasigovernmental authorities in support of statutory or regulatory programs.

PAYMENTS, PAYMENT OPTIONS, REFUNDS, AND ADMINISTRATIVE FEES – You are responsible for paying all

fees and charges (plus any applicable taxes or regulatory fees) associated with use of the Service. TWN reserves the right to change the amount of, or basis for determining, any fee or charge, and to publish online or institute email notice to the member. You may remit payment (US Funds only) in the form of check, money order, credit card or via ACH/Auto payment plans where TWN is authorized by you to automatically charge the current balance due to either a credit card or bank account. ACH/Auto payments are processed 15 to 20 days after date of invoice. In order to cancel ACH/Auto payment plans Customer must provide written notice to TWN and allow 30 days for TWN to process the request. **Refunds**-Customers with credit balances exceeding \$1 have the option of obtaining a refund check by calling TWN Wi-Power Customer Service toll-free at 1-877-877-6861. **Credits**-Customer is hereby notified that credits posted by TWN to Customer accounts for promotional offerings, goodwill, and other similar credits are to be applied against services consumed and are not redeemable for cash/refund.

The charges currently in effect for use of the System are located on the Internet service contract agreement specifying the fixed monthly access fee for unlimited Internet access per month. A monthly Equipment Fee also applies. The monthly Equipment Fee is a recurring monthly equipment rental fee that applies to each Wi-Power service on an account. This fee covers the rental and replacement of faulty or damaged Company provided equipment and/or Company installed wiring at no cost to the Customer in most cases. Causes of replacement not covered include, but are not limited to: theft, negligence, vandalism, damages by animals or rodents, acts of god, fires, flood or other catastrophes, national emergencies, insurrections, riots, or wars. In cases where the replacement is not covered, the Customer will be billed for the service call and for the replaced equipment and/or wiring at the then current prices. At its own discretion, TWN may waive not covered replacement charges on a case by case basis, usually due to extraordinary circumstances. Waiver of charges for any Customer or circumstance does not imply or require waiver for any other Customer(s) or similar situation(s).

Other charges may apply. Prices may be changed without notice.

Each negotiable instrument (Check, Credit Card, ACH) submitted as payment that is returned to TWN as non-negotiable for any reason shall be assessed a Returned Item fee of \$30 and the original amount due will be considered unpaid until received by TWN. All applicable federal, state, and local sales and excise taxes, if any, applicable to your use of the Service will be added to the basic fees described herein above. TWN reserves the right to require payment by money order, cashier's check or similarly secure form of payment, at TWN's discretion. You understand and agree that the fees and charges described in this section are solely for the use of the Wi-Power Service as described above. Various products and services other than those described in this Agreement are offered by vendors and providers other than TWN on or over the Internet, for which separate fees or charges are levied by those vendors. You are solely responsible for payment of all fees charged for products and services incurred by your use or purchase thereof.

MISCELLANEOUS ADMINISTRATIVE FEES – You also agree to pay any miscellaneous administrative fees your account may incur including, but not limited to: Paper invoice charges, Invoice reprint charges, late payment fees, plan change fees, and Abandoned Credit Transfer Fees.

(1) The Paper invoice charge is a monthly recurring charge that applies to Customers choosing to receive paper invoices. Please note that TWN Customers are provided with their invoices free of charge via Paperless E-Bill. (2) Invoice reprints are subject to the following fees: for the current billing period and the 2 prior periods, there is no charge for reprinting and sending invoices to a paper billing Customer. From the 3rd period prior to the current invoice period there is a \$5 fee per invoice plus delivery charges. Delivery charges are as follows: if by fax, \$1 per page, if by U.S. Postal Service or expedited delivery, actual cost would be assessed. Customers on TWN's Paperless E-Bill program are subject to these reprint and delivery fees for all invoice print requests, regardless of the age of the invoice. (3) Late payment fees are assessed to Customers that fail to pay by their due date. (4) Customers may be subject to plan change fees each time they request changes to their plan/speed whether increasing or decreasing their plan/speed. (5) Customers may be subject to Abandoned Credit Transfer Fees of up to \$15 per year. Accounts affected by the Abandoned Credit Transfer Fee are accounts with unclaimed credit balances at time of closing or accounts remaining dormant for 6 months or more. If the credit balance is less than \$15, the initial fee will be an amount equal to the credit balance. If the credit balance on the account is greater than \$15, the initial fee will be \$15 with a recurring annual fee of the lesser of either \$15 or the then remaining credit balance on the account.

BILLING DISPUTES – Customers may notify TWN of billing or other disputes in writing as follows: TransWorld Network, Corp. ATTN: Wi-Power Customer Service, 255 Pine Ave N, Oldsmar, FL 34677. Customers may also contact TWN at the following toll-free number, 1-877-877-6861. The Customer must pay the undisputed amount set forth in the invoice and submit written explanation by the due date on the invoice. If notice of a dispute with respect to a charge is not received in writing by the due date of the invoice, such invoice shall be deemed to be correct and

binding upon the Customer. Customer complaints and billing disputes will be promptly and thoroughly investigated by TWN. TWN will promptly advise the Customer as to outcome. Once the Customer has received the results of TWN's investigation, the Customer shall submit payment by the due date of the invoice, or if the due date has passed, within five working days for any disputed amounts determined to be owed to the Company. Failure to then make full payment or payment arrangements satisfactory to TWN shall be grounds for termination of service.

LATE PAYMENT, NONPAYMENT, DISCONNECTIONS, AND RECONNECTIONS – Accounts not paid by the due date stated on the invoice will be considered delinquent. When payment is received by TWN after the due date, Customer acknowledges responsibility for late fees on their outstanding balance. Late fees are assessed monthly at 1.5% of the outstanding balance on the account or \$2.50, whichever is greater. Customer further acknowledges that in the event of nonpayment of charges or any other breach of the terms and conditions of this agreement, in addition to any other remedies that TWN may have, TWN has the right to temporarily or permanently disconnect accounts after reasonable notification (if required) to Customer. Customer is hereby notified that accounts disconnected for nonpayment (regardless of plan) will be charged \$30 to reconnect, must reapply for service, are subject to approval, reestablishment of credit, and may require a deposit and installation fee prior to reconnection of service. Customers that have not met their minimum term of service are hereby notified that they are subject to early termination fees if disconnected for nonpayment and further acknowledge that if they reconnect their service after 30 days have elapsed from their disconnection date, the year term begins on the date of installation/reactivation. If your equipment was removed as part of your termination, you will also be subject to an installation fee. Details regarding early termination fees are found in the appropriate section below. Termination of service for nonpayment does not relieve the customer from their payment obligation. Termination of Access to the Service: TWN shall terminate your access to all or any part of the Service, without notice, for conduct that TWN believes is a violation of this Agreement, any policies or guidelines posted by TWN on the Service, or for other conduct that TWN believes harmful to others (hereafter referred to as termination for "cause"). Further, we reserve the right to terminate without cause. Upon termination of the Service without cause, TWN may refund any unused portion of prepaid fees after satisfying any outstanding balances owed TWN. Termination for cause shall not entitle the terminated party to any refund or reimbursement whatsoever. TWN is not responsible for notifying anyone other than you of a termination of your access to the Service. Upon termination of access, any banking, brokerage, or other third party relationships will no longer be accessible through the Service. TWN will not have any responsibility for consequences of such lack of access.

COLLECTIONS – Accounts in default for more than 30 days are subject to submission to a collection agency. Customer acknowledges that any collections actions or litigation will be commenced in Florida, and consents to jurisdiction in Florida. Customer also acknowledges liability for attorney's fees or collection costs incurred in having to collect on Customer's account. Customers are also hereby notified that TWN reports collections actions to the appropriate credit bureau(s).

DISCONNECTION OF SERVICE BY CUSTOMER – Disconnection fees and policies vary. Customers that have met their minimum term requirement may contact TWN's customer service center to disconnect service, or may request disconnection in writing. Plans that have met their minimum term will not incur early termination fees but will be subject to a disconnection fee, credited back to their account once TWN receives all Wi-Power equipment (in good working condition) within 10 days of disconnection. The Customer agrees to provide TWN with 30 days notice of disconnection, whether requested by phone or in writing.

Customers that have not met their plan's minimum term may contact TWN's customer service center to disconnect service, or may request disconnection in writing. The Customer agrees to provide TWN with 30 days notice of disconnection, whether requested by phone or in writing. Customer will incur early termination fees. Wi-Power service is subject to an early termination fee equal to 3 months of service plus a disconnection fee of \$100. Bundled term plans (Long Distance plus Internet) are subject to both a \$30 early termination fee per plan for the long distance termination **and** an amount equal to three (3) months of internet access charges per plan plus a disconnection fee of \$100 for disconnection of the Wi-Power equipment.

CUSTOMER REQUESTED SUSPENSION OF SERVICE – Residential Wi-Power Internet customers may request temporary suspension of their Internet access service. When in this type of suspended status, Customers are not able to use TWN's service to access the Internet but retain access to their email. While Customer's Internet access plan charge does not apply during their requested suspension period, their monthly equipment fee continues. Customers requesting suspension of service before meeting their minimum term will have said term extended by the length of time of each customer requested suspension of service during their minimum term period.

Customers requesting suspension of service for up to 4 months will be assessed a reactivation fee of \$9.99 plus an

amount equal to one month's plan charges (and any applicable taxes and surcharges).

Customers requesting suspension of service for more than 4 months will start billing at their regular plan rates upon reinstatement of service.

Customer requested suspensions of service cannot exceed 6 months per calendar year.

Customer understands and accepts that suspension of service will affect their ability to use other products and services (including VOIP digital phone services), whether provided by TWN or not, that require Internet access.

WIRELESS EQUIPMENT, INSTALLATION, MOVING, AND REMOVAL – You authorize TWN authorized personnel/installers to enter your premises at mutually acceptable times to install, maintain, inspect, repair and remove the equipment provided by the Company. The customer or the authorized party on the account must be onsite during the installation. The customer agrees to pay the Installation fee during the installation site visit prior to actual installation. TWN customer premise equipment is installed and maintained by TWN employees. You are hereby advised that TWN is not required to be a licensed contractor.

If you are not the owner of the location at which the equipment is to be installed, you represent and warrant that you have obtained the consent of the owner of said premises for TWN personnel and/or its authorized agents to enter the premises for the purposes described above. You shall indemnify and hold TWN harmless from and against any claims of the owner of the Premises arising out of the performance of this Agreement.

You agree to indemnify and hold TWN harmless from and against any claims of damage that may result from incidents or accidents that may occur during or later determined to have been caused by the installation or maintenance of the equipment. Incidents or accidents include, but are not limited to, unintentional damage/harm to property, persons, property, or animals.

Besides equipment meeting the minimum standards described in the next section, to access Wi-Power service, you will need the following equipment: a radio transceiver, mounting equipment, power interface and Ethernet cable. All of these items are provided and installed for your use by TWN. The equipment is the property of TWN, and we must be allowed access to remove said property upon cancellation or termination of the service. You agree to allow TWN personnel safe and timely access to your premise to remove the equipment upon cancellation or termination of service as well as for routine maintenance and service calls that may be required from time to time. You further acknowledge that should you fail to provide safe and timely access, or if the equipment is found to be damaged or otherwise faulty upon return, you agree to pay TWN for the replacement of said equipment at the then current price. (See also section of this document describing Disconnection Fees and Early Termination Penalties). Should the Customer sell or otherwise transfer their rights of ownership to another, the Customer agrees to notify TWN in a timely fashion to disconnect service and allow TWN to remove the equipment. Customer agrees that failure to do so will cause the customer to be liable for the replacement cost of the equipment at the then current price and further acknowledges liability for any disconnection fees, early termination fees and any other such charges that may be levied as a result.

TWN's standard installation charge includes the following: Grounding equipment, Weather sealant for connections and structure penetrations, Site survey/signal check (at time of installation), Grounding of system components, Mounting of radio transceiver, Installation of up to 50' of CAT5 Ethernet cable, Routing of cable from transceiver to one computer system via a single wall penetration, Connection of power interface, Testing of equipment for proper orientation, Configuration of TCP/IP settings, Testing internet browser to ensure adequate connection and installation. Installations requiring additional work or materials will incur additional costs. Exact mounting requirements are dependent upon the location of your structure and its construction style. TWN's installation charge does not cover any networking services, reconfiguration of the customer's existing software, or conflict/compatibility resolution caused by specifics of the customer's computer. **Equipment Removal/Reinstallation Fee:** You agree that, should you be performing, or have someone performing any type of service or construction that will necessitate removal and/or reinstallation of TWN wireless Internet access equipment, you will contact TWN and schedule one of our technicians to perform said removal and/or reinstallation. There is a \$100 fee for removal and reinstallation. Neither you nor your designated person(s) are authorized to move said equipment. **Equipment Move Fee:** If you move and service is available at the new location, a relocation fee of \$100.00 plus tax will be charged. This fee includes removing the equipment from your current premise and basic installation at your new premise. Special installation requirements will incur additional charges. TWN may relocate the Equipment for you within your current location at your request for an additional charge.

MINIMUM SYSTEM REQUIREMENTS – Your computer equipment will have a direct and substantial impact upon the results obtained by use of Wi-Power. The following is the minimum system requirement to run a web browser and access the Internet. IBM Compatibles: Pentium CPU or higher, 50MB available hard drive space, 16MB RAM, Windows 95, Windows 98, Windows 2000 or Windows NT, Win ME, Win 2000, or Win XP, TCP/IP options enabled. The system must also have a Network Interface Card (NIC)/Ethernet card. Macintosh or Linux systems are also compatible if they meet the aforementioned requirements.

CONNECTION TO THE INTERNET AND TIME LIMITS – Wireless Internet is an “always on” technology. There is no userid or password required to initiate access to the internet and there is no phone line involved. Opening your browser connects you to the Internet. Therefore, anyone using your computer may access the Internet. It is your responsibility to secure your computer and to prevent unauthorized Internet access. Users are personally responsible for all use of the Service from their computer, even if someone else uses their service. Illegal, fraudulent or abusive use of the Service will result in immediate termination of your right to use the Service, and may be referred to law enforcement authorities. You will remain responsible for any unauthorized use of the Service occurring from your system.

The monthly service fee entitles you to unlimited access to Wi-Power’s Internet Gateway and use of the service. Under no circumstances will you resell your connect time.

PLAN AND BANDWIDTH AVAILABILITY AND SPEED – All Wi-Power Internet service plans may not be available in all areas or at the rates, speeds, or bandwidth generally offered or marketed. Some locations or areas may not be eligible for the Service or chosen plan even if initial site surveys indicate availability.

Bandwidth is provided per subscribed plan, not per connected device – the bandwidth available to each device will vary depending upon the customer location, number, type and configuration of devices using the Service and the type of use (examples: websites being accessed, streaming media), among other factors. Service speed will vary based on various factors, including but not limited to: network or Internet congestion, customer equipment configuration/condition, and other factors.

TWN and its suppliers/vendors reserve the right, at any time, with or without prior customer notice, to restrict or suspend the Service in order to perform maintenance and/or repair activities and to maintain session control.

EMAIL, WEBHOSTING, DATA AND OTHER FEATURES – **Email:** With your service, you will receive one unique e-mail username and password. You may add up to 4 more at no additional charge. Your email username is your address on the Internet, and you and TWN may disclose it to others. Your password is the key that allows access to your email. Anyone knowing both your email username and password can gain access to your email. Passwords must be kept secret. You are solely responsible for maintaining the confidentiality of your password, and for all consequences of a failure to do so. If you lose your password, TWN can assist you. Unauthorized use of another Customer’s email username and password, are grounds for termination of your right to use the service. You must immediately inform TWN if you suspect any breach of security such as loss, theft, or unauthorized disclosure or use of your email username and/or password. You may not sell, assign, transfer or give away your email username. TWN will comply in all respects with the Electronic Communications Privacy Act of 1986, as amended, relating to private electronic messages on the Service. TWN will not view the contents of private electronic messages, or show their contents to anyone other than the writer or intended recipient(s), without the approval of either the writer or intended recipient(s), except as permitted or required by law. It is your responsibility to delete messages that are no longer needed. Keeping an excess of messages could result in operational problems on your computer system. You are entitled to mailbox space of 10MB per email account. It is important to archive your email properly as meeting or exceeding the maximum space may cause email to your address to be returned to the sender. You are hereby notified that TWN reserves the right to delete private electronic messages thirty (30) days after the date it is received. Sending anonymous emails will not be tolerated and will result in immediate termination for cause of access to the Wi-Power service. TWN assumes no responsibility for preserving, maintaining or making backups of your information or files. We reserve the right to delete any/all information and/or files of customers no longer on our service. **Web-Hosting:** Personal web space is available with the basic Wi-Power access service. Web hosting packages are available for additional fees. **Multiple Computer Access:** Installation and applicable monthly charges apply to each main connection to Wi-Power service for each customer per location. Since the system connects via a Network Interface Card (NIC), the service may be shared among multiple computers owned by the customer at one location. Setting up and maintaining this type of network is entirely the responsibility of the customer. Please note that the addition of multiple computers accessing the same Internet connection will result in a reduction in connection speed per user. **IP address:** You will be assigned a private IP address, necessary to access Wi-Power service. Public IP’s are also available for customers needing to setup VPN’s for an additional charge per month. Your assigned IP

address(es) is/are considered to be loaned and not given and will revert to TWN upon cancellation or termination of your service.

USE OF THE INTERNET – TWN has no control over opinions, advice or statements given or made by anyone other than authorized TWN spokespersons in any manner on or through the Service.

Opinions, advice and all other information expressed by users or service providers on the Internet represent their own views and not necessarily those of TWN. TWN does not endorse, support or vouch for the accuracy of any such information. The Internet lets you share information and communicate with other individuals accessing the Internet all around the world. By accepting this Agreement, you agree not to use the Service to send, or submit for public posting, or intentionally receive any abusive, obscene, profane, sexually explicit, threatening or illegal material, or material containing blatant expressions of bigotry, racism or hate. If it comes to the attention of TWN that you are using the Service in a manner of this type, your access will be immediately terminated. You agree not to use your access to the Internet through the Service to engage in unsolicited advertising to other individuals accessing the Internet to buy or sell any products or services. This does not apply where a forum exists on the Internet for the purpose of trading/selling equipment or services. You are responsible for material sent through or displayed on the Internet under your email username, even if a claim should arise after termination of the membership.

TWN exercises no control over the content or the information passing through its service and you are advised that sometimes information you may receive may be considered offensive or obscene. By accessing this service you acknowledge that you have read this warning and will not hold TWN responsible for information or content viewed by you on the Internet that you may consider obscene or offensive. Use of any information obtained via the Services is at your own risk. TWN specifically denies any responsibility for the accuracy or quality of information obtained through its service.

You agree that you will not use or attempt to use the Service or the Internet in any way or for any of the following purposes: 1. to seek to gain unauthorized access to the resources of the Internet; 2. to disrupt the intended use of the Internet; 3. to waste resources (people, capacity, and computer) through such actions; 4. to destroy the integrity of computer-based information; 5. to compromise the privacy of users; and/or 6. to seek to commit an illegal act through the use of the system.

It is your responsibility to comply with all international laws and all U.S. laws with respect to your use of the Internet, including, but not limited to, copyright laws, obscenity laws, defamation laws, etc. You are reminded that conduct which is illegal in other media (for example, violations of copyright laws, etc.) is also illegal on the Internet, and you are fully and solely responsible for the consequences of engaging in any illegal conduct by use of the Service. TWN is not responsible in any way for any computer programs or devices used or intended for use in connection with Wi-Power, even if such programs are made available on the Service. Most of the programs used on the Service are third party programs beyond the control of TWN. You hereby agree to indemnify and hold TWN harmless from all claims, awards, judgments, costs, expenses (including costs of defense) and damages to which TWN is made subject as a result of any illegal, unethical or other improper use by you, of the Service, and/or a breach by you of this Agreement. **Public Posting Areas:** Public posting areas, such as the Usenet, exist on the Internet where users may submit material for viewing by other persons accessing the Internet, and view submissions by others. Submissions include the name, login and other information that would be displayed with the submitted material. You agree to use public postings areas only in accordance with this Agreement and any specific policies and guidelines for the area that are displayed on the Internet. Anonymous postings to public areas will not be tolerated and will result in immediate termination of your right to use the Service. You may not submit copyrighted material to public posting areas without the specific authority of the copyright owner; doing so is a breach of this Agreement and may subject you to legal liability. By submitting material to a public posting area, you agree to indemnify TWN and hold it harmless from claims arising from the submission. Remember: You are responsible for all submissions under your username. TWN is not responsible, and shall have no liability for material displayed in a public posting area. By submitting material to a public posting area, you are irrevocably granting everyone accessing that area permission to reproduce and/or redistribute all or parts of your submission in any form for noncommercial purposes. In addition, anyone is free to use information contained in a submission for any purpose, at his or her own risk.

SECURITY AND VIRUSES You assume sole responsibility for the protection of your account and data and acknowledge that the Internet is NOT a secure system. As with any broadband internet connection, the customer has a constant open connection to the internet and is, therefore, subject to any and all forms of Internet attack. TWN does not provide any inherent network security and each customer is responsible for protecting their individual systems. Software firewall protection is widely available at most retail computer stores. There are frequent software or firmware updates of virus protection and/or firewall systems and it is important that customers be aware of them and perform

updates as needed.

The Internet may contain viruses that may pose a significant threat to parts or all of the data contained within your computer. TWN has no control over these viruses. You assume responsibility for administering your own virus protection procedures. You further agree to hold TWN harmless from any damage caused by viruses obtained through your use of Wi-Power services. You further agree not to promote or introduce any virus onto the Internet system or TWN. Doing so may result in termination of service.

The technology presently available for use on the Internet is not sufficient to guarantee confidentiality or security with respect to transmissions over the Service or the Internet, generally, or transactions (such as purchases by credit card, etc.). Data can be viewed by third parties without your consent. Consequently, you should not place or allow to be placed, information of a private or confidential nature on TWN Wireless Broadband servers. Accordingly, you assume sole and complete risk and responsibility for the consequences of such actions and for the security of your account, and TWN assumes no such responsibility.

[®] **WI-POWER Acceptable Use Policy**

Wi-Power Internet Service Acceptable Use Policy is intended to help enhance the use of the Internet by preventing unacceptable use. All users of Wi-Power Internet Services must comply with this Policy. By using the Wi-Power Internet Service, you confirm your acceptance of, and agree to be bound by, this Policy.

TWN supports the free flow of information and ideas over the Internet and does not actively monitor use of Internet services under normal circumstances. However, TWN does reserve the right to monitor any customer's online activity if it suspects that user is violating terms or conditions of this agreement or if TWN suspects the user is engaged in some other unlawful or destructive activity.

TWN does not exercise editorial control over the content of any Web site, electronic mail transmission, newsgroup or any other material created or accessed through Wi-Power. TWN does not endorse or stand behind the accuracy, truthfulness, or reliability of any information (including statements of opinion or advice) provided on or by means of Wi-Power. TWN does not accept responsibility for the content of the materials or information published by others nor the violation of any laws resulting from such publication. TWN may, at its sole discretion, remove any materials that may be illegal or may subject TWN to liability or which may violate this Policy.

Violations of Acceptable Use Policy

You are responsible for your communications via, and your use of, Wi-Power. The following constitute Violations of the Wi-Power wireless broadband Internet Service Acceptable Use Policy:

1. **Illegal Use:** Use Wi-Power Internet Service to publish, post, distribute or disseminate defamatory, infringing, obscene or other unlawful material or information via Wi-Power wireless broadband Internet Service, or violate any applicable local, state, national or international law either intentionally or unintentionally;
2. **Harassment/Harm:** Use Wi-Power wireless broadband Internet Service to threaten, harass, stalk, abuse or otherwise violate the legal rights (including rights of privacy and publicity) of others; this includes threats of bodily harm or destruction of property and encouragements to others to cause bodily harm or destruction of property. Any attempt to use the Service to cause harm to individuals or anyone's network in any way is a violation of the acceptable use policy.
3. **Child Exploitation:** You may not use the Service to harm or attempt to harm a minor. This includes, but is not limited to: hosting, possessing, disseminating, or transmitting material that is unlawful, including child pornography or obscene material or material that in any way constitutes a violation of Federal child exploitation statutes.
4. **Unauthorized Access:** Intercept or attempt to intercept Email, attempt to access the accounts of others, or attempt to penetrate TWN's or another entity's security measures, equipment, communications or telecommunications system, whether or not the intrusion resulted in corruption or loss of data. This includes, but is not limited to, intentionally seeking information on, obtaining copies of, or modifying files, email or other data, or passwords belonging to other users or third parties without their permission.
5. **Forgery:** Internet email sent, or caused to be sent, to or through Wi-Power wireless broadband Internet Service's network that makes use of or contains invalid or forged headers, invalid or nonexistent headers or domain names or other means of deceptive addressing is prohibited. Similarly, email that is relayed through a third party's mail server without the permission of that third party, or which employs similar technologies to hide or obscure the source of the email is unauthorized.
6. **Copyright or Trademark Infringement:** Upload, email or otherwise post files that contain software or other material protected by intellectual property laws, rights of privacy or publicity, copyright, trademark, patent, trade secret or any other applicable law unless you own or control the rights thereto or have received all necessary

consents.

7. **Fraudulent Activity:** Use Wi-Power wireless broadband Internet Service services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as “pyramid schemes”, “ponzi schemes” or “chain letters” is expressly prohibited.
8. **Security and Resource Infringements:** Use Wi-Power wireless broadband Internet Service in a manner that adversely affects the availability of its resources to other users including unauthorized security probing activities or other attempts to evaluate the security integrity of a network or host system without permission. Including but not limited to port scanning, network attacks, and the transmission of viruses or virus hoaxes. It is the customer’s responsibility to ensure that their network is configured in a secure manner. A Customer may not allow others, with or without authorization, to use their network for illegal or inappropriate actions. A customer may not allow their network to be configured in such a way that gives allows another party the capability to use their network in any illegal or inappropriate manner.
9. **Unsolicited / Bulk Email:** Send Email to users for any purpose other than personal communication, including but not limited to, transmit unsolicited commercial or bulk email, advertise or offer to sell goods or services to other users.

Reporting of Violations of Acceptable Use Policy

TWN requests that anyone who believes that there is a violation of this Acceptable Use Policy direct the appropriate information to customersvc@twncorp.com. In order to pursue a violation report, the following information is necessary:

- . The IP Address used to commit the alleged violation
- . The date and time of the alleged violation in Eastern Time
- . Evidence of the alleged violation Please note: if reporting a case of Email abuse, the Email with full header information provides all of the above, as do syslog files. Other situations will require different methods of providing the information above. TWN may take any of the following actions in response to a violation report: a written or verbal warning, suspension of offending user’s account, termination of offending user’s account, bringing legal action against offending subscriber, reporting the violation to governmental authorities.

LAW ENFORCEMENT INVESTIGATIONS TWN will fully cooperate with all members of law enforcement agencies conducting investigation of illegal activities involving current and/or former customers’ use of TWN Wi-Power services. This cooperation may also involve network transactions with third parties.

DAMAGES TWN reserves the right to claim monetary damages from Customers that cause significant economic harm to TWN through a violation of this agreement or by any other means.

*Should any part of this agreement be deemed unenforceable, the unenforceable part is to be interpreted in accordance with applicable law as nearly as possible to the original intention, and remaining provisions shall remain in full force and effect. Failure to enforce any portion of this agreement is not to be taken as a waiver of any provision or right.

Effective 01/2013

0010766228 - A - FSI_Network_Neutrality_Policy

OPEN INTERNET DISCLOSURE STATEMENT

FISRT STEP INTERNET, LLC (“Company”) PROVIDES THE FOLLOWING DISCLOSURES WHICH ARE INTENDED TO PROVIDE INFORMATION REGARDING THE NETWORK MANAGEMENT PRACTICES, PERFORMANCE, AND COMMERCIAL TERMS OF COMPANY’S INTERNET ACCESS SERVICES SUFFICIENT FOR CONSUMERS TO MAKE INFORMED CHOICES REGARDING THE USE OF SUCH SERVICES AND FOR CONTENT, APPLICATION, SERVICE, AND DEVICE PROVIDERS TO DEVELOP, MARKET AND MAINTAIN INTERNET OFFERINGS. THESE DISCLOSURES SHOULD BE READ IN CONJUNCTION WITH COMPANY’S “ACCEPTABLE USE POLICY” (“AUP”), AVAILABLE AT [HTTP://WWW.FSR.COM/DOCUMENTS/POLICIES/FSI Network Neutrality Policy](http://www.fsr.com/documents/policies/FSI_Network_Neutrality_Policy)

Network Management. Company seeks to provide subscribers with a consistently high quality online experience. The bandwidth and network resources employed to deliver high-speed Internet service are limited and shared among users and thus it is essential that Company be able to efficiently manage our network in a manner that is designed to deliver the greatest benefit to the greatest number of subscribers. To this end, we can and do employ various network management” tools and techniques that are commonly used in the industry to protect consumers from activity that can unreasonably burden our network and may cause service degradation, including security attacks and network congestion.

These network management tools and techniques may include detecting malicious traffic patterns and preventing the distribution of viruses or other malicious code, limiting the number of peer-to-peer sessions a user can conduct at the same time, limiting the aggregate bandwidth available for certain usage protocols such as peer-to-peer and newsgroups, rate limiting of email, rejection or removal of “spam” or otherwise unsolicited bulk email, port blocking, measuring subscriber bandwidth usage, bandwidth allowances, traffic prioritization and other tools and techniques as Company may from time to time determine are appropriate. New network

management techniques are being developed on an ongoing basis and Company may elect to use some or all available network management techniques on a temporary or as-needed basis.

The network management tools and techniques employed by Company do not and will not target specific usages or applications (such as peer-to-peer) and instead focus in a content-neutral manner on bandwidth usage in real time, with the goal of providing reasonable and equitable access to the network for all similarly situated customers. In other words, to the extent that the use of network management practices may affect the performance or other characteristics of Internet service, they are designed to affect all similarly situated customers equally.

The use of network management tools and techniques to conserve bandwidth may cause certain users to notice slower Internet performance, such as longer download and upload times or slower responses while surfing the Internet or playing games. The effects of network management typically will be noticeable only for a brief period of time, if at all. While it is not possible to predict in advance precisely when Company will determine that conditions warrant the activation of various network management tools and techniques or the impact such techniques may have on performance or other characteristics of Internet service, Company anticipates, based on its experience and that of others in the industry, that use of network management tools and techniques will be rare.

In addition to managing network usage to ensure that the activity of a small number of subscribers at a particular point in time does not degrade, inhibit or interfere with the use of our network by others, Company also maintains an “excessive use” policy that addresses total usage of an account in [a calendar month]. Please see our AUP at <http://www.fsr.com/first-step-internet-policies/> for more information regarding Company’s excessive use policy.

Company does not discriminate against or prevent you or other users of its service from sending and receiving the lawful content of their choice; running lawful applications and using lawful services of their choice; or connecting their choice of legal devices **[(except as described below)]**, provided that such applications and services do not harm the network or the provision of Internet access service, facilitate theft of service, or harm other users of the service. Similarly, Company does not impair or degrade particular content, applications, services or non-harmful devices so as to render them effectively unusable, subject to the reasonable network management practices outlined herein.

As described above, Company reserves the right to employ network management practices, *e.g.*, to prevent the distribution of viruses or other malicious code, as well as to block, in accordance with applicable law, transfer of unlawful content such as child pornography or the unlawful transfer of content. In order to ensure the best experience for customers, certain interactive traffic may be prioritized above non-interactive traffic. Examples of prioritized interactive protocols include VoIP, DNS, VPNs, video game protocols, SSH, RDP, and Telnet. No priority is accorded to particular service providers or end points, only to protocols. In addition, Company may enter into arrangements to provide Internet service to third party establishments (such as educational institutions, coffee shops, bookstores, hotels or libraries) who then may offer such service to their students, customers, guests or others. Nothing herein is intended to address network management practices, performance characteristics or commercial terms that may be adopted by such third party premise operators in connection with the provision of Internet service to others.

The Company requires customers to use a compliant CPE to connect to its network. Use of a non-compliant CPE may be subject to service interruption due to network updates.

Company recommends that customers replace non-compliant equipment with a compliant device.

Company also employs certain practices to protect the security of our customers and our network from unwanted and harmful activities. These include practices designed to protect our servers against Denial of Service attacks and to prevent spam and identity theft. When security measures are employed, they may affect performance characteristics of service or the ability to access certain suspicious websites, but such measures are employed in a manner designed to have non-discriminatory impact on all similarly situated customers.

Performance Characteristics. Company provides what is known as a “fixed broadband” Internet access service that is designed to provide the capability to transmit data to and receive data from all or substantially all Internet end points. **Company offers multiple packages of Internet access service for residential or commercial use with varying speeds, features and bandwidth usage limitations that may affect the suitability of such service for real-time applications.** The features, pricing and other commercial terms of our service offerings are modified from time to time, and not all packages are available in all areas. Each package is priced to reflect the particular speed, features and bandwidth usage limitations of that package. Full descriptions of currently available packages and pricing can be found on the Company’s website at <http://www.fsr.com/high-speed-wireless-internet-services/>.

Tools for subscribers to measure Internet performance also are available <http://speedtest.fsr.com/>. Note that the results of these tests can and are influenced by a subscriber’s home network configuration and equipment and may have built-in biases and flaws. Consequently, the results of these tests should not be regarded as precise measurements of performance or as guarantees.

Advertised speeds and other performance characteristics are subject to numerous factors including variances in network usage and third party inputs, and thus are provided on a best efforts basis and cannot be guaranteed. Among the factors that may impact the actual speed that a subscriber experiences are (i) the capabilities and capacities of the customer's computer and/or local area network (LAN) devices such as wireless routers; (ii) latency (*i.e.*, the time delay in transmitting or receiving packets as impacted in significant part by the distance between points of transmission); (iii) the performance of the content and application providers the consumer is accessing, such as a search engine or video streaming site; and (iv) performance characteristics of transmissions over portions of the Internet that are not subject to Company's control. Additionally, the Company's services are offered, in part, over unlicensed frequencies that are sometimes also used by unaffiliated, third party providers and users, and while infrequent, those entities use of such frequencies may impact the performance characteristics of Company's at particular times.

Company currently devotes portions of its broadband network to services other than Internet service, and Company may introduce additional such services in the future. Examples of such "specialized services" include voice (phone) and video offerings. [Because all specialized services offered by Company are provided on discrete portions of our network, separate and apart from the bandwidth devoted to Internet service, our specialized service offerings will not impact the capacity available for, or performance of, the broadband Internet service provided to you.]

Commercial Terms. As noted above, Company offers multiple service options, the pricing and other terms and conditions of which can be found at <http://www.fsr.com/high-speed-wireless-internet-service-pricing/>. Nothing herein is intended to supersede or modify any of the

terms and conditions of service as applicable to a particular customer. Additionally, Company also provides ancillary services. A description of these ancillary services and their associated fees can be found at <http://www.fsr.com/moscow-idaho-internet-services/>.

Internet packages are offered as part of a service contract between you and the Company. The duration of these service contracts varies. In the event that a service contract is terminated by the customer prior to its specific end date, the customer may be responsible for payment of an early termination fee. Please contact the Company office at 208.882.8869 or by email at sales@fsr.com to determine if you are responsible for an early termination fee.

Your privacy is very important to us. Personal information you provide to Company is governed by the Company's Privacy Policy, which is posted on Company's Website at <http://www.fsr.com/first-step-internet-policies/> and is subject to change from time to time. Personal information provided by you to the Company is used primarily to provide a customized experience as you use our services, and is generally not shared with third parties. Company reserves the right, as required or permitted by law, to provide account and user information, including email, to third parties and to cooperate with law enforcement authorities in the investigation of any criminal or civil matter. Such cooperation may include, but is not limited to, monitoring of Company's network consistent with applicable law.

Complaints, concerns and questions about the Company's network management practices may be directed to our Customer Service Department, which can be by email at services@fsr.com or by phone at 208.882.8869. In addition, the Federal Communications Commission has established processes for addressing formal and informal complaints. For more information, see <http://www.fcc.gov/guides/getting-broadband>.

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- [Terms & Conditions](#)
- [Company Information](#)

MY ACCOUNT

Email:

Password:

Keep me logged in [?] ☐

TERMS & CONDITIONS

Effective August 12, 2003 / Last Updated September 21, 2007

These Terms and Conditions are subject to change without notice. Continued usage of your account after a new policy has gone into effect constitutes acceptance of that policy. We encourage you to regularly check the policy statement for any changes. (The effective date at the top will be updated to indicate a new revision.) These Terms and Conditions supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any application submitted.

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General Account Rules and Practices

Services provided by Washington Broadband, Inc, including, but not limited to, Internet access, FTP, Telnet, and World Wide Web services, (**Services**) may only be used for lawful purposes. Transmission of any material in violation of any U.S. or state regulation is prohibited. This includes, but is not limited to: copyrighted material, threatening or obscene material, or material protected by trade secret. Any web site hosted on our servers found to contain pornographic or obscene material will be removed at the discretion of our staff. Harassment of others in any form, e-mailing viruses, spamming, malicious or destructive behavior, sending unsolicited commercial e-mail or chain letters are prohibited and will result in the immediate termination of your account.

If you use another organization's networks or computing resources, you are subject to their respective permission and usage policies. All Washington Broadband, Inc services are for end-use only. It is assumed you will be using Washington Broadband, Inc as your primary email account. If you use another email account it is your responsibility to notify Washington Broadband, Inc that you wish mail forwarded to this account. **Not receiving email from Washington Broadband, Inc is not a valid reason for system violations or failure to pay fees sent via email from our office.**

Password security is very important. For security reasons, you should not give your password to anyone. Washington Broadband, Inc will occasionally send emails and notices regarding billing, system condition, improvements, etc... Users cannot unsubscribe from these notices for any reason. Washington Broadband, Inc reserves the right to cancel your service at any time and for any reason.

Copyrighted Information

Some of the information available on our system and on other systems is covered by copyright. Unless you have permission from the copyright holder, you are not allowed to redistribute this information to others, including use of this information on radio, television or printed media, such as newspapers, magazines or newsletters.

Disclaimer

Washington Broadband, Inc makes no warranties of any kind, whether expressed or implied, including any implied warranty or merchantability of fitness of this service for a particular purpose. Washington Broadband, Inc takes no responsibility for any damages suffered by you including, but not limited to, loss of data from delays, nondeliveries, mis-deliveries, or service interruptions caused by Washington Broadband, Inc's own negligence or your errors and/or omissions. Use of any information or software obtained via this service is at your own risk. You agree to indemnify and hold harmless Washington Broadband, Inc, its successors or assigns, from any claims resulting from your use of this service which damages you or another party. Washington Broadband, Inc specifically denies any responsibility for the accuracy or quality of information obtained through our services.

Limitations and Indemnification

The account holder agrees to indemnify and hold Washington Broadband, Inc harmless from any claims, including attorney's fees, direct or indirect damages or losses which may be incurred by the account holder or others. In no event will Washington Broadband, Inc be liable for indirect, special, incidental, cover or consequential damages arising out of the use or inability to use our **Services**, even if advised of the possibility of such damages. Specifically, Washington Broadband, Inc is not responsible for any costs arising out of the use of **Services** including, but not limited to, costs incurred as a result of lost profits or revenue, loss of clients, loss of use of computer programs, loss of data, the costs of recovering programs or data, claims by third parties or similar costs. In no event shall Washington Broadband, Inc's liability exceed the amount paid by you for the Services.

Technical Support

Free-of-charge telephone technical support is provided on a first-come, first served basis, and covers initial connection difficulties and basic Internet-related troubles. Technical support is not intended to assist with questions not directly related to the Internet services Washington Broadband, Inc provides. Technical questions other than those regarding initial connection should be made via e-mail at support@wabroadband.com.

Your Responsibilities for Proper Account Use and Information

You represent that you are at least Eighteen (18) years old. You are fully responsible for how your account is used. If you allow others to use your account, you are fully responsible for what they do. You will notify Washington Broadband, Inc of any changes in account contact information, such as your address or telephone number.

Bandwidth Limitations

Washington Broadband reserves the right to institute policies which may restrict, charge or terminate service for excessive use.

The customer is responsible to notify Washington Broadband, Inc if they place a computer/server on the system that results in a substantial increase in bandwidth usage throughput. Customer must also notify Washington Broadband, Inc if they use the service for VPN, VOIP or remote SMTP services. Washington Broadband, Inc considers all connections to be consumer class service. Therefore customers requiring critical service availability should notify Washington Broadband that they wish to upgrade to Carrier Class Service which is the only service where Washington Broadband, Inc can provide a level of service guarantee. Critical Service is defined as a service that must be available 24/7 without interruption other than scheduled maintenance or outages from upstream providers.

Any customer causing excessive bandwidth usage from file sharing devices or the spread of malicious viruses will be given a reasonable amount of time to discontinue use of such programs or repair any virus that may impede the reliability of service provided by Washington Broadband, Inc. If the customer has not made a diligent effort to remedy the situation, **Washington Broadband, Inc. reserves the right to discontinue service to that customer until the customer is able to return their system to a proper level of usage.** If the customer chooses to dismiss efforts by Washington Broadband, Inc. to repair bandwidth usage problems, Washington Broadband, Inc. reserves the right to terminate customer services and collect all equipment owned by Washington Broadband, Inc.

Privacy

The information you have provided to us in order to receive service, such as address, phone number, date of birth, maiden name and credit card information is considered private information. Washington Broadband, Inc. will provide the best available security to assure its protection. In the event a Law Enforcement agency uses a court driven request for your information we will release any information including but not limited to the previous stated provided information plus potentially usage patterns, email and, other statistical information available to us without notifying you. In the event a third party requests any or all of the same information whether for violation of their copyright or other protections we will NOT release your information unless so specified by legal subpoena but we will first notify you of the infraction. Should you choose to continue violating copyright or other proprietary exchange or usage, and we are notified by a third party of interest or we discover it ourselves, Washington Broadband, Inc. reserves the right to suspend and/or terminate your account.

Server Limitations

Server Disk Storage is limited to ten (10) megabytes of disk space. Additional storage may be permitted on a space-available basis for an additional fee. Also, a connection which remains inactive for more than twenty minutes will automatically be disconnected. This time is approximate and subject to change without notice in Washington Broadband, Inc's sole discretion. Any means to avoid an inactivity disconnect are prohibited. Any means includes, but is not limited to, electronic or software features to maintain an active connection by "pinging" or repeatedly automatically logging into the mail server.

Usenet News

Use of any information obtained via this service is at your own risk. Users unconditionally agree to adhere to established Usenet policies and shall not post to any group until they have familiarized themselves with the groups subject, guidelines and restrictions. Bulk posting ("Spamming") is forbidden. Most newsgroups do not allow commercial postings and users agree to verify this restriction before making such postings. Chain letters are not allowed to be posted. At our discretion, we may revoke your access for inappropriate usage.

Personal Web Site

Included with a standard Dialup account is space on our server for a personal web site. The limits for a personal web site are as follows:

- No more than 10MB disk storage, without extra charge
- Will not exceed 200MB per month bandwidth usage
- Does not meet any of the conditions describing a commercial web site, listed below.

Commercial Web Site

A commercial Web Site is defined by its content and usage. A Commercial Web Site usually advertises or provides information, resources, services, or merchandise to the general public for direct or indirect commercial gain. Organizations with Web Sites whose goal is to raise money for a particular purpose also fall into the commercial category, as do most nonprofit or not-for-profit organizations for the same reason. If bandwidth exceeds 200MB per month on a web site, then that web site will be considered commercial. The current prices and descriptions for commercial web sites can be obtained through our offices.

Re-sale and Dual Log-on of Washington Broadband, Inc Forbidden

Purchase of individual dial-up account provides a single access use of our Internet system. Two of the most forbidden usages of our system is multiple simultaneous system sign-in and reselling to other customers. If we find you are logging in twice we will email you and suspend your account for one day. The second time we will suspend you again for a day. The third time your account will be cancelled with forfeiture of fees paid. Reselling means you are using an individual dial-up account and reselling it at a cost to your customers. You will be given one email warning if we are made aware of this. Failure to stop will cause forfeiture of any fees prepaid and cancellation of your account.

Network Address Assignments

Any Network Address Assignments issued by Washington Broadband, Inc (i.e., Class C address space, Static IP) are the property of Washington Broadband, Inc and are considered to be "loaned" to its customers. In the event that service with Washington Broadband, Inc is discontinued for any reason, such address space will revert to Washington Broadband, Inc. Additionally, Washington Broadband, Inc reserves the right to change assigned addresses at any time and for any reason.

Suspension

You may request suspension of your account for up to 3 months, during which time no billing will accumulate. Requests for suspension must be received in writing, fax or email. Suspension by telephone must be followed by a confirming letter, fax or email. Suspension does not relieve you of your past obligations and charges. Accounts which are suspended for more than 6 months may be subject to termination unless special arrangements have been made.

Service Agreements

Any agreement for recurring service(s) will be enforced as per the term of service indicated in a written contract between Washington Broadband, Inc and the customer, and our current [billing and payment practices](#). If customer wishes to terminate a written agreement before the term of their agreement has expired, they will be charged a **cancellation fee**. Any service agreement between the customer and Washington Broadband, Inc will automatically renew for one subsequent term unless the customer provides Washington Broadband, Inc with at least 30 days written notice of intent to terminate the relationship.

Cancellation

Requests for service cancellation must be received in writing, fax, or E-mail. Disconnection by telephone must be followed by a confirming letter, fax or E-mail. If a customer wishes to cancel an extended written [service agreement](#), they must first pay 10% of the cost of service(s) for time remaining on their term of service. Washington Broadband, Inc does not forward mail once your account has been cancelled or expires. Additional email accounts will be immediately erased while primary accounts will be allowed to store up to 3 months before erasure unless in violation of other policies of this agreement. Cancellation does not relieve you of your past obligations and charges. If you default, you agree to pay Washington Broadband, Inc's reasonable expenses, including attorney and collection fees, incurred by enforcing its rights under these Terms and Conditions. **All fees pre-paid and are non-refundable unless permitted by ownership of Washington Broadband, Inc.**

All customers who have been approved for Wireless connections and have scheduled an installation of these services must provide at least 24 hours notice if they decide to cancel the installation. If the customer provides notice of cancellation within the 24 hours prior to their installation, they will be charged a \$50 restocking/labor fee for equipment and labor already appropriated to that installation.

Billing & Payment Practices

Account fees, including any setup fees, are to be paid in advance of service provision. Prices, fees and services are subject to change without notice. Washington Broadband, Inc credits one month to equal 30 days whether there are 31 or 28 days in each month. Our half year (6 month) term is 180 days while one year is billed as 360 days. You are notified when your account reaches 15 days and 5 days, by email, prior to the expiration date of your account. To ensure continued account operation, payment is to be received by our office by the day of expiration. Changes to your service type, user name or billing method may result in a change charge. If no payment is received by the expiration date your account will automatically shut off. After three months your account will be erased and an activation fee may be required for renewal of service. Washington Broadband, Inc only bills approved commercial accounts through the United States Postal Service. All others requesting hard copies will be required to pay a fee and it may not be approved due to the high cost of billing. If your account is suspended due to nonpayment, bad credit card or bad check, a reconnect charge and other fees may apply. Interest will accrue on any unpaid balances. Suspension or termination of your account does not remove your responsibility under this agreement to pay all fees incurred up to the date the account was cancelled including any collection fees incurred by Washington Broadband, Inc. Reconnection will not be allowed until any past due amounts, if any, have been paid, and a reconnection charge may apply.

Account inquiries or billing questions should be directed to:

- **E-mail:** billing@wabroadband.com
- **Postal:**
Washington Broadband, Inc
3201 W. Nob Hill Blvd.
Yakima, WA 98902
- **Telephone:**
Toll-Free: 1-866-509-WABB
Yakima: 853-0858
Tri-Cities: 543-9500

Acceptance of Terms and Conditions

By signing and returning the Internet Service Application Form, reading our terms online, or by joining via our online signup form, you acknowledge that you have read, understood, accepted and agreed to abide by these Terms and Conditions and agree to pay for these services according to the **Billing Policies** currently in effect. Failure to return the Internet Service Application Form may result in suspension of your account until it is mailed to:

Washington Broadband, Inc
1112-1/2 Tieton Drive
Yakima, WA 98902

or sent via fax to (509) 853-0856

TOP

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[\(http://www.digis.net/\)](http://www.digis.net/)



LEGAL

Broadband Internet Terms and Conditions of Service

ALL RESIDENTIAL SERVICES

Thank you for choosing the DIGIS for your Internet needs. Once this service order is accepted by DIGIS, a Utah, Idaho, Nevada corporation, with offices at 782 S. Auto Mall Drive Ste. C, American Fork, UT 84003, this Terms and Conditions Agreement and all documents referred to herein will constitute a binding agreement between you ("You", "Customer", "Subscriber") and DIGIS ("We", "Our", "Us") for Service(s). This Agreement governs both the Service and any Devices, such as an IP phone, Multimedia Terminal Adapter, Analog Telephone Adapter or any other IP connection Device ("Device" or "Equipment"), used in conjunction with the Service.

BY USING THE SERVICE, YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND THAT YOU HAVE READ AND UNDERSTAND FULLY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

DIGIS RESERVES THE RIGHT TO CHANGE THIS AGREEMENT AT ANY TIME BY POSTING CHANGES ONLINE AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF ANY CHANGES. YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING INFORMATION POSTED ONLINE IN THE 'SUPPORT' (<http://www.DIGIS.com/support> (<http://www.digis.net/support/>)) AREA TO OBTAIN TIMELY NOTICE OF SUCH CHANGES. YOUR NON-TERMINATION OR CONTINUED USE OF SERVICES AFTER CHANGES ARE POSTED CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT AS MODIFIED BY THE POSTED CHANGES.

This Agreement takes effect on the date on which you accept this Agreement and continues until your DIA subscription is terminated either by you or by DIGIS.

DIGIS is responsible to provide best-effort Internet connections and voice quality between the DIGIS provided wireless equipment and our Internet backbone. DIGIS is not responsible for download speeds from points anywhere further on the World Wide Web, as these are affected by several factors beyond our control. "Best-effort" as used herein is defined as remaining at the speeds advertised within the service plan purchased by the Customer throughout most of the Customer's daily use. DIGIS reserves the right to interrupt those speeds if necessary for equipment upgrades and network maintenance, and will do its best to inform the Customer of any such interruptions ahead of time.

DIGIS shall have the unrestricted right to engage subcontractors in rendering Services under this Agreement.

DIGIS is also responsible for providing and maintaining a number of e-mail accounts for the customer as specified in the chosen service plan.

Customers are responsible for upholding the non-transferability and account security of their service. The customer is entirely responsible for any actions, damages, or costs incurred via their account, regardless of who is using that account.

Customer's relationship with DIGIS is that of an independent contractor. Customer is not an agent of DIGIS, and Customer has no authority to obligate DIGIS by contract or otherwise.

Phone Service

As a condition of your use of Service, you warrant to DIGIS that You will use the Phone service in accordance to the ActivePhone™ Terms and Conditions of Service (<http://www.digis.net/legal/activephone-terms-and-conditions-of-service/>).

Acceptable Use

As a condition of your use of Service, you warrant to DIGIS that You will use the service in accordance to the Broadband Internet Acceptable Use Policy (<http://www.digis.net/legal/broadband-internet-acceptable-use-policy/>) of DIGIS.

The transfer of technology across national boundaries, including electronic transmission thereof, is regulated by the U.S. Government. Customer agrees not to export, import or re-export, (including, without limitation by way of electronic transmission) any technology transmitted through DIGIS Services without first obtaining any required export license or governmental approval. Customer agrees it will not directly or indirectly export or re-export

such technology to any of those countries listed from time-to-time in supplements to Part 770 to Title 15 of the Code of Federal Regulations in Country Groups Q, S, W, Y or Z. The parties acknowledge that the foregoing lists are subject to regulatory change from time to time and Customer agrees to update the lists as appropriate.

DIGIS will cooperate fully with legal authorities in the investigation of suspected crimes or service abuses. Customer agrees to indemnify and hold harmless DIGIS, its agents and representatives, from any and all claims, costs, losses, damages, liabilities and expenses, including reasonable attorneys' fees for any reason whatsoever, including without limitation, any harm, injury, loss or damage incurred by DIGIS, or any other party, arising out of Customer's breach of this Lawful Use provision.

COPYRIGHT, TRADEMARK, UNAUTHORIZED USAGE OF DEVICE, FIRMWARE OR SOFTWARE

The Service and Device and any firmware or software used to provide the Service or provided to You in conjunction with providing the Service, or embedded in the Device, and all Services, information, documents and materials on our Websites are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All of our Websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") are and will at all times remain our exclusive property. Nothing in this Agreement grants You the right or license to use any of our marks.

You have not been granted any license to use the firmware or software used to provide the Service or provided to You in conjunction with providing the Service, or embedded in the Device, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement. You expressly agree that the Device is exclusively for use in connection with the Service and that We will not provide any passwords, codes or other information or assistance that would enable You to use the Device for any other purpose. We reserve the right to prohibit the use of any interface Device that We have not provided to You. You hereby represent and warrant that You possess all required rights, including software and/or firmware licenses, to use any interface Device that We have not provided to You. In addition, You shall indemnify and hold us harmless against any and all liability arising out of Your use of such interface Device with the Service. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

You shall not change the electronic serial number or Equipment identifier of the Device or to perform a factory reset of the Device without our prior written consent. We reserve the right to terminate Your Service if We believe, in our sole and absolute discretion, that You have tampered with the Device. In the event of such termination, You will remain responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will immediately become due and payable. You shall not attempt to hack or otherwise disrupt the Service or make any use of the Service that is inconsistent with its intended purpose.

You shall notify us immediately, in writing or by calling our Customer support line, if the Device is stolen or if You become aware at any time that Your Service is being stolen, fraudulently used or otherwise being used in an unauthorized manner. When You call or write, You must provide Your account number and a detailed description of the circumstances of the Device theft, fraudulent use or unauthorized use of Service. Failure to do so in a timely manner may result in the termination of Your Service and additional charges to You. Until such time as We receive notice of the theft, fraudulent use or unauthorized use, You will be liable for all use of the Service using a Device stolen from You and any and all stolen, fraudulent or unauthorized use of the Service.

Security

You can best control the risks associated with security, and are therefore solely responsible for maintaining such security. DIGIS will not be responsible for any disruption of service, corrupted files or viruses which affect the user of the Service. It is your responsibility to safeguard your system, through appropriate means (e.g. using commercially available software), from theft, unauthorized use or system corruption. Any detriment caused to the network as a result of your failure to properly secure Your System may result in the immediate termination of Your Service.

Service Availability

Due to the nature of the Service technology, DIGIS reserves the right to deem the Service unavailable to You up to, including, and after the installation. DIGIS assumes no liability whatsoever for any claims, damages, losses or expenses arising out of or otherwise relating to the unavailability of the Service in Your geographical area, for any reason, even where such unavailability occurs after installation of the Service.

Performance Levels

Speed is a function of the traffic experienced upon the wider network architecture of the Internet itself. DIGIS does not guarantee the maximum Service performance (throughput speeds) levels but will make every reasonable effort to ensure the highest possible quality of service is always delivered. You understand that any content that You may access through the Service may be subject to “caching” at intermediate locations on the Internet.

DIGIS Equipment

DIGIS will provide you the authorized Wireless equipment for use with your Service. Only DIGIS Consumer Premises Equipment (“CPEs”) are permitted and authorized to be connected to the Service. DIGIS will own the equipment installed at the Customer location, and will monitor and upgrade said equipment as DIGIS determines to be necessary and appropriate.

Your Equipment

It is Your responsibility to ensure that Your computer system meets the current minimum system requirements stated by DIGIS as being necessary to use the Service. From time to time, the computer equipment required to access and use the Service may change. Accordingly, Your computer equipment may cease to be adequate to access the Service. In such event, Your sole remedy will be to upgrade your computer equipment or terminate this Service Agreement. Lesser equipment may perform adequately, but DIGIS cannot ensure acceptable System use.

(i) Windows System Desktop or Laptop Microsoft Windows NT 4.0/2000/XP/VISTA Pentium Processor 400 MHz, or equivalent 32 MB of memory (RAM) 75 MB of free hard drive space 256 colors at 800×600 resolution Ethernet card (NIC)

CD-ROM drive

(ii) Macintosh System MAC OS 8.0 and Open Transport 2.6 installed 32 MB of memory (RAM) 75 MB of free hard drive space 256 colors at 800×600 resolution Ethernet card (NIC) CD-ROM drive

IP Addresses

Internet Protocol (“IP”) addresses are not portable and are not assigned for independent administration or distribution. Customer understands that IP assignments are not guaranteed, and may be modified as required by DIGIS and/or the American Registry for Internet Numbers (ARIN).

Throughput Volume

Each account has a standard quota for disk space and data transfer Throughput Volume usage. At DIGIS's discretion additional quota may be added to your account for a recurring fee, based on DIGIS's then-current rates. Usage above Your quota limits will result in additional charges as described in the then-current DIGIS pricelist.

Term / Cancellation Policy

If Customer chooses to cancel the Service at any point after the order is placed, but before the Service has been activated, Customer will not be invoiced, will not be charged a processing fee. If Customer wishes to cancel the Service before Service has been activated, the customer is required to give DIGIS notice of his/her intent to cancel. This may be done through regular postal mail sent to DIGIS, 782 S. Auto Mall Dr., Ste. C, American Fork, UT 84003.

Termination does not affect your obligations under this Agreement, including your obligation to pay all fees for Services rendered prior to termination and any termination, processing and administration fees incurred as a result of such termination. DIGIS accounts must be paid in full before a cancellation will be considered complete.

In the event you upgrade Your DIGIS Service, You will be required to enter into a new Service Quote.

If all Equipment provided by DIGIS is not returned within 30 days of cancellation of Service You agree to pay DIGIS the greater of \$300 or the current replacement cost of the Equipment provided. You authorize DIGIS and its agents to charge the Equipment replacement charge to the credit card on file with DIGIS. If DIGIS is unable to obtain a charge authorization for the full amount due, You agree to provide alternative payment in the form of a money order, cashier's check, or other certified bank check within 10 days of notification of the amount due. You bear all risk of loss of, theft of, casualty to or damage to the Equipment; from the time it is shipped to You until the time (if any) when it is returned to us in accordance with this Agreement.

Upon the termination of Your Service, We may, in our sole and absolute discretion, release to Your new Service provider the telephone number that You ported (transferred or moved over) to us from Your previous Service provider and used in connection with Your Service if;

such new Service provider is able to accept such number, Your account has been properly terminated, Your account is completely current, including payment for all charges and applicable termination fees, and You request the transfer upon terminating Your account.

Termination and Suspension

Inappropriate use or abuse of our services by Customers, as determined in the sole discretion of DIGIS, may result in account suspension, termination, and/or legal action. Inappropriate use or abuse of our services by others can be traced, documented, reported to appropriate authorities and may be prosecuted to the fullest extent of the law.

DIGIS may terminate your account immediately if it determines, in its sole discretion, that You have violated any of the provisions of the Agreement. DIGIS reserves the right to unilaterally terminate or suspend an account at any time, without providing a reason. In the event of termination, account holders are still responsible to pay any fees that are still owed to Us. The balance of any prepaid fees, after deducting all applicable charges and fees, will be refunded to the account holder on a pro-rated basis. Any penalties for criminal action will be deducted from amounts owed before refunds are provided.

Further, Service may be terminated by you or DIGIS for any reason effective at the end of a calendar month by providing written notice to the other party at least thirty (30) days prior to the requested termination date.

If Your Service is terminated, you will remain fully liable to us for all charges pursuant to this Agreement and any and all costs We incur to collect such amounts, including, without limitation, collection costs and attorney's fees.

Payment and Billing

Fees

Fees include, without limitation, set up fees, monthly service fee, and equipment fees and other applicable costs set forth in the Service Quote. DIGIS will invoice fees for Services and any equipment in advance. You agree to pay all federal, state or local taxes arising under this Agreement. During the first thirty (30) days of service, if the customer is having issues with the phone service and/or internet service and we cannot fix it, and the customer decides to cancel service, we will refund all monies paid to us (including installation cost). If you deem it necessary to re-terminate the circuit (move to new location) you will be responsible for additional DIGIS, Inc fees. DIGIS is not

responsible for Service disruptions caused by re-termination. The recurring charge payable by Customer for the Services is as stated on a separate Service Quote. Other fees:

• • • •

Charges for Directory Assistance calls (411) are \$0.99 each. Reactivation fee is \$30 minimum. Non-returned ATA fee is \$70.00 plus applicable taxes. Non-returned Internet equipment fee is \$300.00.

Payment Method and Timing

Accounts may be paid by electronic bank draft, money order, check or on-line credit card. Your DIGIS account will be considered delinquent if your payment is rejected for any reason. Accounts with returned electronic bank drafts or checks are subject to a \$25.00 processing fee per incident.

Payment terms: Payment shall be due 10 days after invoice date considered late if not received within 20 days of the invoice date. Payment is in advance of service delivery for that month.

Late Fees

Late fees are established to recover the costs of dealing with late payment situations. Late fees are in addition to all other fees, including, without limitation, return bank draft fees or checks provided for herein or in the Service Quote.

- 30 days late – The customer is subject to a late fee of \$5. The late fee charge is determined by the date payment is received in the DIGIS office.

- • • equipment

50 days late – The customer's service will be shut off. 60 days late – Customer's outstanding balance will be sent to collections. 75 days – DIGIS will call customer to inform them that we are going to come out to remove our

If the customer pays before the equipment is actually removed, there will be an additional reconnect fee of \$25 and automatic payment set-up will be required. If the customer pays after the equipment is removed, and desires to continue with DIGIS's service, customer will be charged a regular initial installation fee.

Moving / Reconnection Fee

Customer will not remove the Equipment from the Premises, modify the Equipment in any way, or connect the Equipment to any outlet other than the outlet to which the Equipment was initially connected to by the DIGIS installer. For such charges as DIGIS may determine, DIGIS may relocate the Equipment for Customer within the Premises at the Customer's request. If the Customer moves during the term of this Agreement and would like to relocate the Service, Customer must place a relocation request with DIGIS. This request must contain the requested date of service termination, plus the address and phone number of the new location, and, the prospective move-in date, and the requested transfer of Service date. Upon receipt of a request from Customer, DIGIS will suspend all monthly fees from the requested termination date until service relocation is completed. The maximum suspension will be thirty (30) days. Upon transfer of Customer's account, Customer agrees to continue to comply with all terms and conditions of this Agreement and the Service Quote. Billing cycle and service term will recommence upon activation of DIGIS Service at the new location. If DIGIS and its agents are unable to provide Service to Customer's new location, this Agreement shall terminate and applicable Early Termination fees shall be applied. If DIGIS has not yet received sufficient information from Customer to process the relocation order thirty (30) days after service termination, this Agreement is considered to be terminated by Customer, and Early Termination fees will apply.

Installation

DIGIS will provide installation services at the Customer premises at an agreed-upon price.

Access to Customer's Premises

Customer authorizes DIGIS, and its employees, agents, contractors, and authorized representatives to enter Customer's premises (the "Premises") in order to install, maintain, inspect, repair and remove the Equipment and/or Services. If Customer is not the owner of the Premises, upon request, Customer will supply DIGIS with the owner's name and address, evidence that the Customer is authorized to grant access to the Premises on the owner's behalf, and (if requested by DIGIS) written consent from the owner of the Premises. This Agreement is contingent upon DIGIS's obtaining a right of entry onto the Premises.

Fee Changes

Customer acknowledges and agrees that DIGIS has the right to change its Service fees at any time, upon notice to Customer.

Customer Charges

Customer acknowledges that Customer may incur Customer-initiated charges while using the Services. For example, charges may be incurred as a result of Customer accessing certain information, or purchasing or subscribing to certain offerings, via the Internet. Customer agrees that all such charges, including all applicable fees and taxes, shall be paid by Customer and are not the responsibility of DIGIS.

Acceptance

The Customer agrees to all Terms of Service set out in this Agreement. Customer represents and warrants to DIGIS that Customer is of lawful age to enter into this Agreement and that (i) the Customer has the full right, power and authority to enter into this Agreement and to perform the acts required of Customer hereunder; (ii) the execution of this Agreement by Customer, and the performance by Customer of its obligations and duties hereunder, do not and will not violate any agreement to which Customer is a party or by which it is otherwise bound; and (iii) when accepted by such Customer, this Agreement will constitute the legal, valid and binding obligation of Customer, enforceable against Customer in accordance with its terms.

By providing DIGIS with your telephone number, cell phone number(s), or email address, you give your consent for DIGIS, or any of DIGIS's agents (including collection agents), to contact you at these numbers or email address, or any other phone number or email address that is later acquired for you, and, to leave live or pre-recorded messages, text messages, or emails to the extent that such are necessary to enforce any part of this agreement. For greater efficiency, calls may be delivered by an auto-dialer.

By using and accepting Service from DIGIS, Customer agrees to be legally bound by all of the Terms and Conditions of this Agreement and associated documents, the same as if Customer had signed this Agreement. These terms and conditions supersede all other written and oral communications or agreements with regard to the subject matter. Any waiver, modification or variation of these Terms and Conditions shall only be effective if in writing and/or in the form of a business contract signed by an authorized officer of DIGIS.

Authorization

As part of the installation process, modifications to the inside wiring in your house may be required, and you hereby consent to such modifications.

Customer Complaint Resolution

We are working to provide the best service possible and welcome your ideas on how we can improve the quality of our service. You can communicate your views to us in any of the following ways:

- 1) Call our main office number, 866-923-4447 during regular business hours: email: support@digis.net (<mailto:support@digis.net>).
- 2) Write to the Director of Customer Operations: 782 S. Auto Mall Drive Ste. C, American Fork, UT 84003

Warranty/Limitation of Liability/Disclaimer of Liability

YOU ASSUME FULL RESPONSIBILITY FOR THE SELECTION OF THE SERVICES AND PRODUCTS TO ACHIEVE YOUR INTENDED PURPOSE. THE SERVICES AND ANY EQUIPMENT AND SOFTWARE PROVIDED TO YOU BY DIGIS ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. DIGIS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES OR PRODUCTS WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES AND PRODUCTS WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE. AND DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER DIGIS NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS, OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES DEVICES, OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THE SERVICE, WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO OUR OR YOUR TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF DIGIS OR ITS SERVICE PROVIDER'S OR VENDORS' NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR

DEVICE, IF ANY, BY DIGIS OR DIGIS AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC RIGHTS, WHICH VARY FROM STATE TO STATE.

LIMITED WARRANTY

DIGIS WARRANTS THAT IT WILL USE REASONABLE EFFORTS TO RENDER SERVICES PURSUANT TO THIS AGREEMENT IN A TIMELY, PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH TIMELINES ESTABLISHED HEREIN. ANY CLAIM FOR BREACH OF THE FOREGOING WARRANTY MUST BE BROUGHT WITHIN SIXTY (60) DAYS AFTER CUSTOMER'S ACTUAL DISCOVERY OF ANY DEFECT AND PRIOR TO THE EXPIRATION OF SIX (6) MONTHS FROM THE DATE THE APPLICABLE SERVICES WERE RENDERED. DIGIS WILL HAVE NO LIABILITY FOR ANY CLAIM MADE AFTER SUCH TIME. DIGIS DOES NOT WARRANT, HOWEVER, THAT YOUR USE OF ANY SERVICES WILL BE UNINTERRUPTED OR THAT THE OPERATION OF THE SERVICES WILL BE ERROR-FREE OR SECURE. DIGIS'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY IN CASE OF BREACH OF THIS WARRANTY SHALL BE, AT DIGIS'S SOLE OPTION, EITHER RETURN OF ALL OR A PORTION OF THE SERVICE FEES PAID FOR THE CURRENT MONTH OF SERVICE, OR REPLACEMENT OR REPAIR OF CONNECTION SERVICES OR PRODUCTS. THIS IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY DIGIS. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO LIMITATIONS MAY NOT APPLY TO YOU. IF ANY UNAUTHORIZED MODIFICATIONS ARE MADE TO THE EQUIPMENT OR SERVICES BY YOU DURING THE WARRANTY PERIOD, IF THE SERVICES OR PRODUCTS ARE SUBJECT TO ABUSE, ACCIDENT, IMPROPER USE, OR IF YOU BREACH THE TERMS OF THIS AGREEMENT, THEN THIS WARRANTY SHALL IMMEDIATELY BE TERMINATED.

LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT DIGIS WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF USE, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, LOSS OF GOODWILL, WORK STOPPAGE, TITLE, OR ANY OTHER DAMAGE OR LOSSES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR

OTHERWISE ARISING OUT OF OR RELATED TO THE AGREEMENT OR YOUR USE OF OR INABILITY TO USE DIGIS SERVICES, EVEN IF YOU ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL DIGIS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OR DAMAGE CAUSED BY RELIANCE ON DATA OR INFORMATION AVAILABLE FROM OR ON DIGIS SERVICES AND SYSTEMS. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

WE WILL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE THE SERVICE, INCLUDING 911 DIALING, AT ANY TIME OR FROM TIME TO TIME, OR ANY INTERRUPTION OR DEGRADATION OF VOICE QUALITY THAT IS CAUSED BY ANY OF THE FOLLOWING: AN ACT OR OMISSION OF AN UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR OR OTHER THIRD PARTY; EQUIPMENT, NETWORK OR FACILITY FAILURE; EQUIPMENT, NETWORK OR FACILITY UPGRADE OR MODIFICATION; FORCE MAJOR EVENTS SUCH AS (BUT NOT LIMITED TO) ACTS OF GOD, ACTS OF NATURE, STRIKES, FIRE, WAR, RIOT, ACTS OF TERRORISM AND GOVERNMENT ACTIONS; EQUIPMENT, NETWORK OR FACILITY SHORTAGE; EQUIPMENT OR FACILITY RELOCATION; SERVICE, EQUIPMENT, NETWORK OR FACILITY FAILURE CAUSED BY THE LOSS OF POWER TO YOU; OUTAGE OF, OR BLOCKING OF PORTS BY, YOUR ISP OR BROADBAND SERVICE PROVIDER OR OTHER IMPEDIMENT TO USAGE OF THE SERVICE CAUSED BY ANY THIRD PARTY; ANY ACT OR OMISSION BY YOU OR ANY PERSON USING THE SERVICE OR DEVICE PROVIDED TO YOU; OR ANY OTHER CAUSE THAT IS BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, A FAILURE OF OR DEFECT IN ANY DEVICE, THE FAILURE OF AN INCOMING OR OUTGOING COMMUNICATION, THE INABILITY OF COMMUNICATIONS (INCLUDING, WITHOUT LIMITATION, 911 DIALING) TO BE CONNECTED OR COMPLETED, OR FORWARDED. OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL IN NO EVENT EXCEED THE SERVICE CHARGES WITH RESPECT TO THE AFFECTED TIME PERIOD.

OTHER THAN WARRANTIES AS TO THE DEVICE EXPRESSLY SET FORTH IN THE DOCUMENTATION PROVIDED WITH THE DEVICE AND THE RETAIL CUSTOMER LIMITED WARRANTY EXPRESSLY SET FORTH HEREIN, WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, FITNESS OF THE DEVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY

WARRANTY THAT THE DEVICE OR ANY FIRMWARE OR SOFTWARE IS “ERROR FREE” OR WILL MEET CUSTOMER’S REQUIREMENTS. THE FOREGOING WILL NOT BE DEEMED TO LIMIT ANY DISCLAIMER OR LIMITATION OF WARRANTY SET FORTH IN THE DOCUMENTATION PROVIDED WITH THE DEVICE. DEVICE WARRANTIES DO NOT APPLY TO BUSINESS PLUS CUSTOMERS.

IN NO EVENT SHALL DIGIS’S AGGREGATE LIABILITY UNDER OR ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNTS PAID BY YOU FOR THE SERVICES IN THE TWELVE (12) MONTHS PRIOR TO THE INCIDENT GIVING RISE TO A CLAIM. NOTWITHSTANDING THE FOREGOING, SOME JURISDICTIONS MAY NOT ALLOW A LIMITATION ON LIABILITY FOR NEGLIGENCE THAT CAUSES DEATH OR PERSONAL INJURY, AND DIGIS LIMITS ITS LIABILITY IN SUCH JURISDICTIONS ONLY TO THE DEGREE ALLOWED BY APPLICABLE LAWS.

DIGIS, ITS EMPLOYEES, AGENTS, SUPPLIERS, VENDORS AND DISTRIBUTORS MAKE NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, REGARDING THE QUALITY, ACCURACY, OR VALIDITY OF THE DATA AND/OR INFORMATION AVAILABLE ON ITS SYSTEMS, OR RESIDING ON OR PASSING THROUGH ITS NETWORKS, OR THAT DIGIS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. USE OF INFORMATION OBTAINED FROM OR THROUGH DIGIS IS AT YOUR OWN RISK. EXCEPT FOR THE PAYMENT OF FEES DUE BY CUSTOMER HEREUNDER, NEITHER PARTY WILL BE LIABLE FOR ANY FAILURE OR DELAY IN PERFORMANCE UNDER THE AGREEMENT WHICH MIGHT BE DUE, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, TO ANY CONTINGENCY, DELAY, FAILURE, OR CAUSE OF ANY NATURE BEYOND THE REASONABLE CONTROL OF SUCH PARTY, INCLUDING WITHOUT LIMITATION ACTS OF NATURE, COURT OR GOVERNMENT.

IN NO EVENT WILL DIGIS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE 911 DIALING SERVICE OR TO OBTAIN EMERGENCY HELP. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT

LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT WE WERE INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR INDEPENDENT BACKUP OF ANY DATA FILES RESIDING ON DIGIS COMPUTERS OR NETWORKS. DIGIS RESERVES THE RIGHT TO REMOVE/DELETE ANY PERSONAL FILES AFTER AN ACCOUNT IS TERMINATED OR ASSOCIATED WITH PROHIBITED ACTIVITIES.

BY RECEIVING DIGIS SERVICES YOU EXPRESSLY AGREE THAT THE USE OF THE EQUIPMENT AND SOFTWARE IS AT YOUR SOLE RISK. WITH RESPECT TO THE EQUIPMENT AND SOFTWARE PROVIDED BY DIGIS, SUCH EQUIPMENT AND SOFTWARE ARE PROVIDED "AS IS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. DIGIS IS NOT RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE INSTALLATION OR USE OF THE EQUIPMENT OR SOFTWARE.

No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

You will be liable for any and all liability that may arise out of the content transmitted by You or to any person, whether authorized or unauthorized, using Your Service or Device (each such person, a "User"). You shall assure that Your and Your User's use of the Service and content comply at all times with all applicable laws, regulations and written and electronic instructions for use. We reserve the right to terminate or suspend Your Services and remove Your or Your Users' content from the Service, if We determine, in our sole and absolute discretion, that such use or content does not conform to the requirements set forth in this Agreement or interferes with our ability to provide Services to You or others. Our action or inaction under this Section will not constitute any review or approval of Your or Users' use or content.

The provisions of this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall survive.

Indemnity

You agree to defend, indemnify and hold DIGIS its officers, directors, agents and employees harmless from any claims, losses and damages, including attorney's fees, resulting from your violation of any of the provisions of this Agreement or Your placement or transmission of any materials or content onto DIGIS servers or through its network, or from any and all use of Your account, with or without your knowledge or consent, or from all claims, damages, fines, penalties, costs and expenses (including, without limitation, attorney fees) related to any action taken by DIGIS as part of Our investigation of a suspected violation of this Agreement or as a result of its conclusion that a violation of this Agreement has occurred, or to Your use of or inability to use DIGIS Services, equipment, bundled software, Internet or VoIP, including, without limitation, 911 dialing.

Transferability and Assignment

You shall not sell, transfer or assign this Agreement. Customer's account and right to use DIGIS Services and system are not transferable without DIGIS's prior written consent. Customer agrees to protect its password and account and to keep them secure from unauthorized users and use, and to be solely responsible for the protection and security of Customer's password and account information.

Nature of Information

The Customer has been advised and acknowledges that the Internet may contain information, materials, and language that may be deemed adult in nature and inappropriate or offensive. The Customer is responsible for all information received, transmitted, and/or stored by the Customer and the Customer releases DIGIS from and agrees to indemnify DIGIS its officers, directors, agents and employees against any and all claims, losses or expenses relating to such information, materials and language. This indemnification shall survive any termination of this Agreement.

Notices

Notification of either party to this Agreement shall be effective upon receipt, or refusal of delivery, when deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or when sent by a telefax, email, or a nationally recognized overnight delivery service, to the address of DIGIS set forth above or to the address of Customer set forth on DIGIS's records or such other address provided for such purposes.

Proprietary Rights

DIGIS grants Customer a non-exclusive, non-transferable license to use the products and Services provided hereunder. Title and property rights, including all intellectual property rights to such products and Services, is and shall remain with DIGIS, whether or not they are embedded in any product. Customer recognizes that the products and Services used hereunder constitute valuable trade secrets of DIGIS. The Customer shall use their best efforts to protect and keep confidential any and all products and services used by Customer and shall not attempt to copy, examine, in any way alter, or reengineer, reverse engineer, tamper with, or otherwise misuse such products and services.

Jurisdiction/Venue/Choice of Law

You agree that exclusive jurisdiction for any claim or dispute with DIGIS or relating in any way to Your account or Your use of the Services resides in the courts of Colorado and that this Agreement shall be governed by Colorado law. You expressly consent to the exercise of personal jurisdiction in the courts of Colorado in connection with any such dispute. If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement or compel performance thereof, the substantially prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.

Amendments

DIGIS may modify this Service Agreement from time to time, and your continued use of the Service following notice of such modification shall be deemed to be your acceptance of such modification. If You do not agree to any modification of this Service Agreement, You must immediately stop using the Service and notify DIGIS of Your desire to cancel the Service.

Information

You hereby acknowledge that DIGIS and its affiliates may retain and use any information, comments or ideas conveyed by You relating to the Service (including any products and services made available on the Service). This information may be used to provide You with better service. DIGIS may open and maintain a Customer file.

Entire Agreement

This Service Agreement, including the Service Quote and any and all other documents and DIGIS policies referenced herein, constitutes the entire agreement between DIGIS and you pertaining to the subject matter hereof. DIGIS's failure to insist upon or enforce strict performance of any provision of this Service Agreement shall not be construed as a waiver of any provision or right.

In the event that it is determined by a court of competent jurisdiction as a part of a final non-appealed judgment that any provision of these Terms and Conditions (or part thereof) is void, invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of the Service Agreement will remain in full force and effect.

BY YOUR USE AND ACCEPTANCE OF THE SERVICE, YOU ARE INDICATING THAT YOU ARE OF LEGAL AGE AND HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THE TERMS AND CONDITIONS OF THE AGREEMENT PRESENTED.

Rev. 12/1/11



[\(http://www.digis.net/\)](http://www.digis.net/)

866-92-DIGIS (TEL:866-923-4447)

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(<http://www.skybeam.com/>)



LEGAL

Broadband Internet Terms and Conditions of Service

ALL RESIDENTIAL SERVICES

Thank you for choosing the SKYBEAM for your Internet needs. Once this service order is accepted by SKYBEAM, a Colorado corporation, with offices at 619 SW 14th, Loveland, CO 80537, this Terms and Conditions Agreement and all documents referred to herein will constitute a binding agreement between you ("You", "Customer", "Subscriber") and SKYBEAM ("We", "Our", "Us") for Service(s). This Agreement governs both the Service and any Devices, such as an IP phone, Multimedia Terminal Adapter, Analog Telephone Adapter or any other IP connection Device ("Device" or "Equipment"), used in conjunction with the Service.

BY USING THE SERVICE, YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND THAT YOU HAVE READ AND UNDERSTAND FULLY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

SKYBEAM RESERVES THE RIGHT TO CHANGE THIS AGREEMENT AT ANY TIME BY POSTING CHANGES ONLINE AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF ANY CHANGES. YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING INFORMATION POSTED ONLINE IN THE

'SUPPORT' (<http://www.SKYBEAM.com/support> (<http://www.skybeam.com/support/>)) AREA TO OBTAIN TIMELY NOTICE OF SUCH CHANGES. YOUR NON-TERMINATION OR CONTINUED USE OF SERVICES AFTER CHANGES ARE POSTED CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT AS MODIFIED BY THE POSTED CHANGES.

This Agreement takes effect on the date on which you accept this Agreement and continues until your DIA subscription is terminated either by you or by SKYBEAM.

SKYBEAM is responsible to provide best-effort Internet connections and voice quality between the SKYBEAM provided wireless equipment and our Internet backbone.

SKYBEAM is not responsible for download speeds from points anywhere further on the World Wide Web, as these are affected by several factors beyond our control. "Best-effort" as used herein is defined as remaining at the speeds advertised within the service plan purchased by the Customer throughout most of the Customer's daily use. SKYBEAM reserves the right to interrupt those speeds if necessary for equipment upgrades and network maintenance, and will do its best to inform the Customer of any such interruptions ahead of time.

SKYBEAM shall have the unrestricted right to engage subcontractors in rendering Services under this Agreement.

SKYBEAM is also responsible for providing and maintaining a number of e-mail accounts for the customer as specified in the chosen service plan.

Customers are responsible for upholding the non-transferability and account security of their service. The customer is entirely responsible for any actions, damages, or costs incurred via their account, regardless of who is using that account.

Customer's relationship with SKYBEAM is that of an independent contractor. Customer is not an agent of SKYBEAM, and Customer has no authority to obligate SKYBEAM by contract or otherwise.

Phone Service

As a condition of your use of Service, you warrant to SKYBEAM that You will use the Phone service in accordance to the ActivePhone™ Terms and Conditions of Service (<http://www.skybeam.com/legal/activephone-terms-and-conditions-of-service/>).

Acceptable Use

As a condition of your use of Service, you warrant to SKYBEAM that You will use the service in accordance to the Broadband Internet Acceptable Use Policy (<http://www.skybeam.com/legal/broadband-internet-acceptable-use-policy/>) of SKYBEAM.

The transfer of technology across national boundaries, including electronic transmission thereof, is regulated by the U.S. Government. Customer agrees not to export, import or re-export, (including, without limitation by way of electronic transmission) any technology transmitted through SKYBEAM Services without first obtaining any required export license or governmental approval. Customer agrees it will not directly or indirectly export or re-export such technology to any of those countries listed from time-to-time in supplements to Part 770 to Title 15 of the Code of Federal Regulations in Country Groups Q, S, W, Y or Z. The parties acknowledge that the foregoing lists are subject to regulatory change from time to time and Customer agrees to update the lists as appropriate.

SKYBEAM will cooperate fully with legal authorities in the investigation of suspected crimes or service abuses. Customer agrees to indemnify and hold harmless SKYBEAM, its agents and representatives, from any and all claims, costs, losses, damages, liabilities and expenses, including reasonable attorneys' fees for any reason whatsoever, including without limitation, any harm, injury, loss or damage incurred by SKYBEAM, or any other party, arising out of Customer's breach of this Lawful Use provision.

COPYRIGHT, TRADEMARK, UNAUTHORIZED USAGE OF DEVICE, FIRMWARE OR SOFTWARE

The Service and Device and any firmware or software used to provide the Service or provided to You in conjunction with providing the Service, or embedded in the Device, and all Services, information, documents and materials on our Websites are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All of our Websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") are and will at all times remain our exclusive property. Nothing in this Agreement grants You the right or license to use any of our marks.

You have not been granted any license to use the firmware or software used to provide the Service or provided to You in conjunction with providing the Service, or embedded in the Device, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement. You expressly agree that the Device is exclusively for use in connection with the Service and that We will not provide any passwords, codes or other information or assistance that would enable You to use the Device for any other purpose. We reserve the right to prohibit the use of any interface Device that We have not provided to You. You hereby represent and warrant that You possess all required rights, including software and/or firmware licenses, to use any interface Device that We have not

provided to You. In addition, You shall indemnify and hold us harmless against any and all liability arising out of Your use of such interface Device with the Service. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

You shall not change the electronic serial number or Equipment identifier of the Device or to perform a factory reset of the Device without our prior written consent. We reserve the right to terminate Your Service if We believe, in our sole and absolute discretion, that You have tampered with the Device. In the event of such termination, You will remain responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will immediately become due and payable. You shall not attempt to hack or otherwise disrupt the Service or make any use of the Service that is inconsistent with its intended purpose.

You shall notify us immediately, in writing or by calling our Customer support line, if the Device is stolen or if You become aware at any time that Your Service is being stolen, fraudulently used or otherwise being used in an unauthorized manner. When You call or write, You must provide Your account number and a detailed description of the circumstances of the Device theft, fraudulent use or unauthorized use of Service. Failure to do so in a timely manner may result in the termination of Your Service and additional charges to You. Until such time as We receive notice of the theft, fraudulent use or unauthorized use, You will be liable for all use of the Service using a Device stolen from You and any and all stolen, fraudulent or unauthorized use of the Service.

Security

You can best control the risks associated with security, and are therefore solely responsible for maintaining such security. SKYBEAM will not be responsible for any disruption of service, corrupted files or viruses which affect the user of the Service. It is your responsibility to safeguard your system, through appropriate means (e.g. using commercially available software), from theft, unauthorized use or system corruption. Any detriment caused to the network as a result of your failure to properly secure Your System may result in the immediate termination of Your Service.

Service Availability

Due to the nature of the Service technology, SKYBEAM reserves the right to deem the Service unavailable to You up to, including, and after the installation. SKYBEAM assumes no liability whatsoever for any claims, damages, losses or expenses arising out of or otherwise relating to the unavailability of the Service in Your geographical area, for any reason, even where such unavailability occurs after installation of the Service.

Performance Levels

Speed is a function of the traffic experienced upon the wider network architecture of the Internet itself. SKYBEAM does not guarantee the maximum Service performance (throughput speeds) levels but will make every reasonable effort to ensure the highest possible quality of service is always delivered. You understand that any content that You may access through the Service may be subject to “caching” at intermediate locations on the Internet.

SKYBEAM Equipment

SKYBEAM will provide you the authorized Wireless equipment for use with your Service. Only SKYBEAM Consumer Premises Equipment (“CPEs”) are permitted and authorized to be connected to the Service. SKYBEAM will own the equipment installed at the Customer location, and will monitor and upgrade said equipment as SKYBEAM determines to be necessary and appropriate.

Your Equipment

It is Your responsibility to ensure that Your computer system meets the current minimum system requirements stated by SKYBEAM as being necessary to use the Service. From time to time, the computer equipment required to access and use the Service may change. Accordingly, Your computer equipment may cease to be adequate to access the Service. In such event, Your sole remedy will be to upgrade your computer equipment or terminate this Service Agreement. Lesser equipment may perform adequately, but SKYBEAM cannot ensure acceptable System use.

(i) Windows System Desktop or Laptop Microsoft Windows NT 4.0/2000/XP/VISTA Pentium Processor 400 MHz, or equivalent 32 MB of memory (RAM) 75 MB of free hard drive space 256 colors at 800×600 resolution Ethernet card (NIC)
CD-ROM drive

(ii) Macintosh System MAC OS 8.0 and Open Transport 2.6 installed 32 MB of memory (RAM) 75 MB of free hard drive space 256 colors at 800×600 resolution Ethernet card (NIC) CD-ROM drive

IP Addresses

Internet Protocol ("IP") addresses are not portable and are not assigned for independent administration or distribution. Customer understands that IP assignments are not guaranteed, and may be modified as required by SKYBEAM and/or the American Registry for Internet Numbers (ARIN).

Throughput Volume

Each account has a standard quota for disk space and data transfer Throughput Volume usage. At SKYBEAM's discretion additional quota may be added to your account for a recurring fee, based on SKYBEAM's then-current rates. Usage above Your quota limits will result in additional charges as described in the then-current SKYBEAM pricelist.

Term / Cancellation Policy

If Customer chooses to cancel the Service at any point after the order is placed, but before the Service has been activated, Customer will not be invoiced, will not be charged a processing fee. If Customer wishes to cancel the Service before Service has been activated, the customer is required to give SKYBEAM notice of his/her intent to cancel. This may be done through regular postal mail sent to SKYBEAM, 619 SW 14th, Loveland, CO 80537.

Termination does not affect your obligations under this Agreement, including your obligation to pay all fees for Services rendered prior to termination and any termination, processing and administration fees incurred as a result of such termination. SKYBEAM accounts must be paid in full before a cancellation will be considered complete.

In the event you upgrade Your SKYBEAM Service, You will be required to enter into a new Service Quote.

If all Equipment provided by SKYBEAM is not returned within 30 days of cancellation of Service You agree to pay SKYBEAM the greater of \$300 or the current replacement cost of the Equipment provided. You authorize SKYBEAM and its agents to charge the Equipment replacement charge to the credit card on file with SKYBEAM. If SKYBEAM is unable to

obtain a charge authorization for the full amount due, You agree to provide alternative payment in the form of a money order, cashier's check, or other certified bank check within 10 days of notification of the amount due. You bear all risk of loss of, theft of, casualty to or damage to the Equipment; from the time it is shipped to You until the time (if any) when it is returned to us in accordance with this Agreement.

Upon the termination of Your Service, We may, in our sole and absolute discretion, release to Your new Service provider the telephone number that You ported (transferred or moved over) to us from Your previous Service provider and used in connection with Your Service if; such new Service provider is able to accept such number, Your account has been properly terminated, Your account is completely current, including payment for all charges and applicable termination fees, and You request the transfer upon terminating Your account.

Termination and Suspension

Inappropriate use or abuse of our services by Customers, as determined in the sole discretion of SKYBEAM, may result in account suspension, termination, and/or legal action. Inappropriate use or abuse of our services by others can be traced, documented, reported to appropriate authorities and may be prosecuted to the fullest extent of the law.

SKYBEAM may terminate your account immediately if it determines, in its sole discretion, that You have violated any of the provisions of the Agreement. SKYBEAM reserves the right to unilaterally terminate or suspend an account at any time, without providing a reason. In the event of termination, account holders are still responsible to pay any fees that are still owed to Us. The balance of any prepaid fees, after deducting all applicable charges and fees, will be refunded to the account holder on a pro-rated basis. Any penalties for criminal action will be deducted from amounts owed before refunds are provided.

Further, Service may be terminated by you or SKYBEAM for any reason effective at the end of a calendar month by providing written notice to the other party at least thirty (30) days prior to the requested termination date.

If Your Service is terminated, you will remain fully liable to us for all charges pursuant to this Agreement and any and all costs We incur to collect such amounts, including, without limitation, collection costs and attorney's fees.

Payment and Billing

Fees

Fees include, without limitation, set up fees, monthly service fee, and equipment fees and other applicable costs set forth in the Service Quote. SKYBEAM will invoice fees for Services and any equipment in advance. You agree to pay all federal, state or local taxes arising under this Agreement. During the first thirty (30) days of service, if the customer is having issues with the phone service and/or internet service and we cannot fix it, and the customer decides to cancel service, we will refund all monies paid to us (including installation cost). If you deem it necessary to re-terminate the circuit (move to new location) you will be responsible for additional SKYBEAM, Inc fees. SKYBEAM is not responsible for Service disruptions caused by re-termination. The recurring charge payable by Customer for the Services is as stated on a separate Service Quote. Other fees:

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Charges for Directory Assistance calls (411) are \$0.99 each. Reactivation fee is \$30 minimum. Non-returned ATA fee is \$70.00 plus applicable taxes. Non-returned Internet equipment fee is \$300.00.

Payment Method and Timing

Accounts may be paid by electronic bank draft, money order, check or on-line credit card. Your SKYBEAM account will be considered delinquent if your payment is rejected for any reason. Accounts with returned electronic bank drafts or checks are subject to a \$25.00 processing fee per incident.

Payment terms: Payment shall be due 10 days after invoice date considered late if not received within 20 days of the invoice date. Payment is in advance of service delivery for that month.

Late Fees

Late fees are established to recover the costs of dealing with late payment situations. Late fees are in addition to all other fees, including, without limitation, return bank draft fees or checks provided for herein or in the Service Quote.

- 30 days late – The customer is subject to a late fee of \$5. The late fee charge is determined by the date payment is received in the SKYBEAM office.

• • • equipment

50 days late – The customer's service will be shut off. 60 days late – Customer's outstanding balance will be sent to collections. 75 days – SKYBEAM will call customer to inform them that we are going to come out to remove our

If the customer pays before the equipment is actually removed, there will be an additional reconnect fee of \$25 and automatic payment set-up will be required. If the customer pays after the equipment is removed, and desires to continue with SKYBEAM's service, customer will be charged a regular initial installation fee.

Moving / Reconnection Fee

Customer will not remove the Equipment from the Premises, modify the Equipment in any way, or connect the Equipment to any outlet other than the outlet to which the Equipment was initially connected to by the SKYBEAM installer. For such charges as SKYBEAM may determine, SKYBEAM may relocate the Equipment for Customer within the Premises at the Customer's request. If the Customer moves during the term of this Agreement and would like to relocate the Service, Customer must place a relocation request with SKYBEAM. This request must contain the requested date of service termination, plus the address and phone number of the new location, and, the prospective move-in date, and the requested transfer of Service date. Upon receipt of a request from Customer, SKYBEAM will suspend all monthly fees from the requested termination date until service relocation is completed. The maximum suspension will be thirty (30) days. Upon transfer of Customer's account, Customer agrees to continue to comply with all terms and conditions of this Agreement and the Service Quote. Billing cycle and service term will recommence upon activation of SKYBEAM Service at the new location. If SKYBEAM and its agents are unable to provide Service to Customer's new location, this Agreement shall terminate and applicable Early Termination fees shall be applied. If SKYBEAM has not yet received sufficient information from Customer to process the relocation order thirty (30) days after service termination, this Agreement is considered to be terminated by Customer, and Early Termination fees will apply.

Installation

SKYBEAM will provide installation services at the Customer premises at an agreed-upon price.

Access to Customer's Premises

Customer authorizes SKYBEAM, and its employees, agents, contractors, and authorized representatives to enter Customer's premises (the "Premises") in order to install, maintain, inspect, repair and remove the Equipment and/or Services. If Customer is not the owner of the Premises, upon request, Customer will supply SKYBEAM with the owner's name and address, evidence that the Customer is authorized to grant access to the Premises on the owner's behalf, and (if requested by SKYBEAM) written consent from the owner of the Premises. This Agreement is contingent upon SKYBEAM's obtaining a right of entry onto the Premises.

Fee Changes

Customer acknowledges and agrees that SKYBEAM has the right to change its Service fees at any time, upon notice to Customer.

Customer Charges

Customer acknowledges that Customer may incur Customer-initiated charges while using the Services. For example, charges may be incurred as a result of Customer accessing certain information, or purchasing or subscribing to certain offerings, via the Internet. Customer agrees that all such charges, including all applicable fees and taxes, shall be paid by Customer and are not the responsibility of SKYBEAM.

Acceptance

The Customer agrees to all Terms of Service set out in this Agreement. Customer represents and warrants to SKYBEAM that Customer is of lawful age to enter into this Agreement and that (i) the Customer has the full right, power and authority to enter into this Agreement and to perform the acts required of Customer hereunder; (ii) the execution of this Agreement by Customer, and the performance by Customer of its obligations and duties hereunder, do not and will not violate any agreement to which Customer is a party or by which it is otherwise bound; and (iii) when accepted by such Customer, this Agreement will constitute the legal, valid and binding obligation of Customer, enforceable against Customer in accordance with its terms.

By providing SKYBEAM with your telephone number, cell phone number(s), or email address, you give your consent for SKYBEAM, or any of SKYBEAM's agents (including collection agents), to contact you at these numbers or email address, or any other phone

number or email address that is later acquired for you, and, to leave live or pre-recorded messages, text messages, or emails to the extent that such are necessary to enforce any part of this agreement. For greater efficiency, calls may be delivered by an auto-dialer.

By using and accepting Service from SKYBEAM, Customer agrees to be legally bound by all of the Terms and Conditions of this Agreement and associated documents, the same as if Customer had signed this Agreement. These terms and conditions supersede all other written and oral communications or agreements with regard to the subject matter. Any waiver, modification or variation of these Terms and Conditions shall only be effective if in writing and/or in the form of a business contract signed by an authorized officer of SKYBEAM.

Authorization

As part of the installation process, modifications to the inside wiring in your house may be required, and you hereby consent to such modifications.

Customer Complaint Resolution

We are working to provide the best service possible and welcome your ideas on how we can improve the quality of our service. You can communicate your views to us in any of the following ways:

- 1) Call our main office number, 888-759-2326 during regular business hours: email: techsupport@skybeam.com (<mailto:techsupport@skybeam.com>).
- 2) Write to the Director of Customer Operations: 619 SW 14th, Loveland, CO 80537

Warranty/Limitation of Liability/Disclaimer of Liability

YOU ASSUME FULL RESPONSIBILITY FOR THE SELECTION OF THE SERVICES AND PRODUCTS TO ACHIEVE YOUR INTENDED PURPOSE. THE SERVICES AND ANY EQUIPMENT AND SOFTWARE PROVIDED TO YOU BY SKYBEAM ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. SKYBEAM DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES OR PRODUCTS WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES AND PRODUCTS WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE. AND DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER

SKYBEAM NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS, OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES DEVICES, OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THE SERVICE, WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO OUR OR YOUR TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF SKYBEAM OR ITS SERVICE PROVIDER'S OR VENDORS' NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR DEVICE, IF ANY, BY SKYBEAM OR SKYBEAM AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC RIGHTS, WHICH VARY FROM STATE TO STATE.

LIMITED WARRANTY

SKYBEAM WARRANTS THAT IT WILL USE REASONABLE EFFORTS TO RENDER SERVICES PURSUANT TO THIS AGREEMENT IN A TIMELY, PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH TIMELINES ESTABLISHED HEREIN. ANY CLAIM FOR BREACH OF THE FOREGOING WARRANTY MUST BE BROUGHT WITHIN SIXTY (60) DAYS AFTER CUSTOMER'S ACTUAL DISCOVERY OF ANY DEFECT AND PRIOR TO THE EXPIRATION OF SIX (6) MONTHS FROM THE DATE THE APPLICABLE SERVICES WERE RENDERED. SKYBEAM WILL HAVE NO LIABILITY FOR ANY CLAIM MADE AFTER SUCH TIME. SKYBEAM DOES NOT WARRANT, HOWEVER, THAT YOUR USE OF ANY SERVICES WILL BE UNINTERRUPTED OR THAT THE OPERATION OF THE SERVICES WILL BE ERROR-FREE OR SECURE. SKYBEAM'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY IN CASE OF BREACH OF THIS WARRANTY SHALL BE, AT SKYBEAM'S SOLE OPTION, EITHER RETURN OF ALL OR A PORTION OF THE SERVICE FEES PAID FOR THE CURRENT MONTH OF SERVICE, OR REPLACEMENT OR REPAIR OF CONNECTION SERVICES OR PRODUCTS. THIS IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY SKYBEAM. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO LIMITATIONS MAY NOT APPLY TO YOU. IF ANY UNAUTHORIZED MODIFICATIONS ARE MADE TO THE EQUIPMENT OR SERVICES BY YOU DURING

THE WARRANTY PERIOD, IF THE SERVICES OR PRODUCTS ARE SUBJECT TO ABUSE, ACCIDENT, IMPROPER USE, OR IF YOU BREACH THE TERMS OF THIS AGREEMENT, THEN THIS WARRANTY SHALL IMMEDIATELY BE TERMINATED.

LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT SKYBEAM WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF USE, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, LOSS OF GOODWILL, WORK STOPPAGE, TITLE, OR ANY OTHER DAMAGE OR LOSSES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE ARISING OUT OF OR RELATED TO THE AGREEMENT OR YOUR USE OF OR INABILITY TO USE SKYBEAM SERVICES, EVEN IF YOU ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL SKYBEAM BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OR DAMAGE CAUSED BY RELIANCE ON DATA OR INFORMATION AVAILABLE FROM OR ON SKYBEAM SERVICES AND SYSTEMS. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

WE WILL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE THE SERVICE, INCLUDING 911 DIALING, AT ANY TIME OR FROM TIME TO TIME, OR ANY INTERRUPTION OR DEGRADATION OF VOICE QUALITY THAT IS CAUSED BY ANY OF THE FOLLOWING: AN ACT OR OMISSION OF AN UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR OR OTHER THIRD PARTY; EQUIPMENT, NETWORK OR FACILITY FAILURE; EQUIPMENT, NETWORK OR FACILITY UPGRADE OR MODIFICATION; FORCE MAJOR EVENTS SUCH AS (BUT NOT LIMITED TO) ACTS OF GOD, ACTS OF NATURE, STRIKES, FIRE, WAR, RIOT, ACTS OF TERRORISM AND GOVERNMENT ACTIONS; EQUIPMENT, NETWORK OR FACILITY SHORTAGE; EQUIPMENT OR FACILITY RELOCATION; SERVICE, EQUIPMENT, NETWORK OR FACILITY FAILURE CAUSED BY THE LOSS OF POWER TO YOU; OUTAGE OF, OR BLOCKING OF PORTS BY, YOUR ISP OR BROADBAND SERVICE PROVIDER OR OTHER IMPEDIMENT TO USAGE OF THE SERVICE CAUSED BY ANY THIRD PARTY; ANY ACT OR OMISSION BY YOU OR ANY PERSON USING THE SERVICE OR DEVICE PROVIDED TO YOU; OR ANY OTHER CAUSE THAT IS BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, A FAILURE OF OR DEFECT IN ANY DEVICE, THE FAILURE OF AN INCOMING OR OUTGOING COMMUNICATION, THE INABILITY OF

COMMUNICATIONS (INCLUDING, WITHOUT LIMITATION, 911 DIALING) TO BE CONNECTED OR COMPLETED, OR FORWARDED. OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL IN NO EVENT EXCEED THE SERVICE CHARGES WITH RESPECT TO THE AFFECTED TIME PERIOD.

OTHER THAN WARRANTIES AS TO THE DEVICE EXPRESSLY SET FORTH IN THE DOCUMENTATION PROVIDED WITH THE DEVICE AND THE RETAIL CUSTOMER LIMITED WARRANTY EXPRESSLY SET FORTH HEREIN, WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, FITNESS OF THE DEVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE DEVICE OR ANY FIRMWARE OR SOFTWARE IS "ERROR FREE" OR WILL MEET CUSTOMER'S REQUIREMENTS. THE FOREGOING WILL NOT BE DEEMED TO LIMIT ANY DISCLAIMER OR LIMITATION OF WARRANTY SET FORTH IN THE DOCUMENTATION PROVIDED WITH THE DEVICE. DEVICE WARRANTIES DO NOT APPLY TO BUSINESS PLUS CUSTOMERS.

IN NO EVENT SHALL SKYBEAM'S AGGREGATE LIABILITY UNDER OR ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNTS PAID BY YOU FOR THE SERVICES IN THE TWELVE (12) MONTHS PRIOR TO THE INCIDENT GIVING RISE TO A CLAIM. NOTWITHSTANDING THE FOREGOING, SOME JURISDICTIONS MAY NOT ALLOW A LIMITATION ON LIABILITY FOR NEGLIGENCE THAT CAUSES DEATH OR PERSONAL INJURY, AND SKYBEAM LIMITS ITS LIABILITY IN SUCH JURISDICTIONS ONLY TO THE DEGREE ALLOWED BY APPLICABLE LAWS.

SKYBEAM, ITS EMPLOYEES, AGENTS, SUPPLIERS, VENDORS AND DISTRIBUTORS MAKE NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, REGARDING THE QUALITY, ACCURACY, OR VALIDITY OF THE DATA AND/OR INFORMATION AVAILABLE ON ITS SYSTEMS, OR RESIDING ON OR PASSING THROUGH ITS NETWORKS, OR THAT SKYBEAM SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. USE OF INFORMATION OBTAINED FROM OR THROUGH SKYBEAM IS AT YOUR OWN RISK. EXCEPT FOR THE PAYMENT OF FEES DUE BY CUSTOMER HEREUNDER, NEITHER PARTY WILL BE LIABLE FOR ANY FAILURE OR DELAY IN PERFORMANCE UNDER THE AGREEMENT WHICH MIGHT BE DUE, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, TO ANY CONTINGENCY, DELAY, FAILURE, OR CAUSE OF ANY NATURE BEYOND THE REASONABLE CONTROL OF SUCH PARTY, INCLUDING WITHOUT LIMITATION ACTS OF NATURE, COURT OR GOVERNMENT.

IN NO EVENT WILL SKYBEAM, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE 911 DIALING SERVICE OR TO OBTAIN EMERGENCY HELP. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT WE WERE INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR INDEPENDENT BACKUP OF ANY DATA FILES RESIDING ON SKYBEAM COMPUTERS OR NETWORKS. SKYBEAM RESERVES THE RIGHT TO REMOVE/DELETE ANY PERSONAL FILES AFTER AN ACCOUNT IS TERMINATED OR ASSOCIATED WITH PROHIBITED ACTIVITIES.

BY RECEIVING SKYBEAM SERVICES YOU EXPRESSLY AGREE THAT THE USE OF THE EQUIPMENT AND SOFTWARE IS AT YOUR SOLE RISK. WITH RESPECT TO THE EQUIPMENT AND SOFTWARE PROVIDED BY SKYBEAM, SUCH EQUIPMENT AND SOFTWARE ARE PROVIDED "AS IS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. SKYBEAM IS NOT RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE INSTALLATION OR USE OF THE EQUIPMENT OR SOFTWARE.

No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

You will be liable for any and all liability that may arise out of the content transmitted by You or to any person, whether authorized or unauthorized, using Your Service or Device (each such person, a "User"). You shall assure that Your and Your User's use of the Service and content comply at all times with all applicable laws, regulations and written and electronic instructions for use. We reserve the right to terminate or suspend Your Services and

remove Your or Your Users' content from the Service, if We determine, in our sole and absolute discretion, that such use or content does not conform to the requirements set forth in this Agreement or interferes with our ability to provide Services to You or others. Our action or inaction under this Section will not constitute any review or approval of Your or Users' use or content.

The provisions of this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall survive.

Indemnity

You agree to defend, indemnify and hold SKYBEAM its officers, directors, agents and employees harmless from any claims, losses and damages, including attorney's fees, resulting from your violation of any of the provisions of this Agreement or Your placement or transmission of any materials or content onto SKYBEAM servers or through its network, or from any and all use of Your account, with or without your knowledge or consent, or from all claims, damages, fines, penalties, costs and expenses (including, without limitation, attorney fees) related to any action taken by SKYBEAM as part of Our investigation of a suspected violation of this Agreement or as a result of its conclusion that a violation of this Agreement has occurred, or to Your use of or inability to use SKYBEAM Services, equipment, bundled software, Internet or VoIP, including, without limitation, 911 dialing.

Transferability and Assignment

You shall not sell, transfer or assign this Agreement. Customer's account and right to use SKYBEAM Services and system are not transferable without SKYBEAM's prior written consent. Customer agrees to protect its password and account and to keep them secure from unauthorized users and use, and to be solely responsible for the protection and security of Customer's password and account information.

Nature of Information

The Customer has been advised and acknowledges that the Internet may contain information, materials, and language that may be deemed adult in nature and inappropriate or offensive. The Customer is responsible for all information received, transmitted, and/or stored by the Customer and the Customer releases SKYBEAM from and agrees to indemnify SKYBEAM its officers, directors, agents and employees against any and all claims, losses or expenses relating to such information, materials and language. This indemnification shall survive any termination of this Agreement.

Notices

Notification of either party to this Agreement shall be effective upon receipt, or refusal of delivery, when deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or when sent by a telefax, email, or a nationally recognized overnight delivery service, to the address of SKYBEAM set forth above or to the address of Customer set forth on SKYBEAM's records or such other address provided for such purposes.

Proprietary Rights

SKYBEAM grants Customer a non-exclusive, non-transferable license to use the products and Services provided hereunder. Title and property rights, including all intellectual property rights to such products and Services, is and shall remain with SKYBEAM, whether or not they are embedded in any product. Customer recognizes that the products and Services used hereunder constitute valuable trade secrets of SKYBEAM. The Customer shall use their best efforts to protect and keep confidential any and all products and services used by Customer and shall not attempt to copy, examine, in any way alter, or reengineer, reverse engineer, tamper with, or otherwise misuse such products and services.

Jurisdiction/Venue/Choice of Law

You agree that exclusive jurisdiction for any claim or dispute with SKYBEAM or relating in any way to Your account or Your use of the Services resides in the courts of Colorado and that this Agreement shall be governed by Colorado law. You expressly consent to the exercise of personal jurisdiction in the courts of Colorado in connection with any such dispute. If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement or compel performance thereof, the substantially prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.

Amendments

SKYBEAM may modify this Service Agreement from time to time, and your continued use of the Service following notice of such modification shall be deemed to be your acceptance of such modification. If You do not agree to any modification of this Service Agreement, You must immediately stop using the Service and notify SKYBEAM of Your desire to cancel the Service.

Information

You hereby acknowledge that SKYBEAM and its affiliates may retain and use any information, comments or ideas conveyed by You relating to the Service (including any products and services made available on the Service). This information may be used to provide You with better service. SKYBEAM may open and maintain a Customer file.

Entire Agreement

This Service Agreement, including the Service Quote and any and all other documents and SKYBEAM policies referenced herein, constitutes the entire agreement between SKYBEAM and you pertaining to the subject matter hereof. SKYBEAM's failure to insist upon or enforce strict performance of any provision of this Service Agreement shall not be construed as a waiver of any provision or right.

In the event that it is determined by a court of competent jurisdiction as a part of a final non-appealed judgment that any provision of these Terms and Conditions (or part thereof) is void, invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of the Service Agreement will remain in full force and effect.

BY YOUR USE AND ACCEPTANCE OF THE SERVICE, YOU ARE INDICATING THAT YOU ARE OF LEGAL AGE AND HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THE TERMS AND CONDITIONS OF THE AGREEMENT PRESENTED.

Rev. 12/1/11



[\(http://www.skybeam.com/\)](http://www.skybeam.com/)

888-SKYBEAM (TEL:1-888-759-2326)

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Home	Services	Webmail	Usage	Contact	Support
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Odessa, WA

50 °F / 10 °C

Mostly Cloudy
at 08:36 AM


[Click for Forecast](#)

[HIGH SPEED WIRELESS](#)

[GRANT COUNTY FIBER](#)

[VOIP](#)

Fast and reliable high speed internet with no contract hassle!

We strive for excellent customer service with a friendly staff to answer your phone calls during working hours and have no contract hassles or hidden fees!

Customer referral! You get one free month of basic internet service if you refer a customer to us and they actually connect (must be in good standings for three months before credit applied).

Discount for Municipalities, please call for info.

All internet services come with 5 email accounts and personal website ability (www.odessaoffice.com/members/"your name here") you would maintain.

Other than tracking data usage for billing purposes, we do not data mine (snoop, steal, or track your online activity).

Web Hosting only (not web design) is available for \$29.95/month.

Email only (non internet customers) \$25.00/year or \$6.00/month.

Additional emails (5 come with internet accounts) \$3.00/each.

Domain only \$20.00/year.

Computer Networking Services (Call for details)

We now offer computer repair work! Is your computer or laptop acting up and running slow? Call us for more information.

Onsite repair fee (your residence) is \$100.00/hour. We offer a \$25.00 discount for our internet customers.

If you bring your device to our office (107 S 1st St. Odessa, Wa) the fee is \$50.00/hour. We offer a \$15.00 discount for our internet customers.

We also have a remote login feature and can possibly fix your device over the phone (must have internet access) \$25.00 minimum fee.

Please call for more information. 509 982-2181 M-F 9am - 3pm.

HIGH SPEED WIRELESS!

To get our service you will need to have a clear line of site to one of our access points. Please call us for verification.

Equipment fees: - \$150.00 - \$300.00 (plus tax) One year warranty.
Price depends on location and size of radio.

Lease fees: - \$15.00, \$20.00 or \$30.00/mo (plus tax).
Price depends on size of radio and this is in addition to your monthly service plan fee. We maintain the equipment as long as you lease. We do not offer a lease/rent to own plan.

Monthly Service Plan	FEE	Bandwidth Threshold
Basic Plan 1 (Lincoln County fee)	\$39.00	25 GB

Basic Plan 2 (Grant County fee)	\$43.00	35 GB
Gaming Plan	\$63.00	75 GB
Entertainment Plan (includes traffic prioritization)	\$100.00	100 GB

All plans have a monthly usage threshold and overage fees may be applied. **\$5.00/gig overage fee.**

Unlimited is not available but we have larger plans to suit your needs.

We also have an email notification that goes out at 75% of your data plan and a way for you to track your usage.

The average customer usage is 6 to 10 GB's/month (this is data usage not speeds).

Speeds - We do not choke speeds and depending on your location and type of equipment you can see speeds up to 20 Mbps up and down.

2.4 radios see speeds up to 8 Mbps and typically are around 4 to 6 Mbps up and down.

5gig radios see speeds up to 20 Mbps and typically are around 8 to 12 Mbps up and down.

Speeds vary and it depends on the location and equipment.

For Business Plans, larger data plan information and or to sign up please call 509 982-2181 M-F 9-3.

We welcome your questions!

GRANT COUNTY FIBER INFORMATION:

Basic Plan: - \$51.00/mo Virtually Unlimited (300GB bandwidth threshold)

Business rate: - \$75.00/mo Virtually Unlimited (400GB bandwidth threshold)

Gateway Box fee: - \$55.00 (one time charge and only if one is not already installed)

No charge for standard programming/installation fee. If it requires extra cable or special circumstances then more fees may be applied.

Speeds average 50 - 75 MB's up and down.

To see if you qualify for Fiber you can go to grantpud.org and search your address.

We welcome questions, please call for more information. 509 982-2181M-F 9-3

VOIP INFORMATION

Residential rate: - \$30.00

Business rate: - \$50.00

Set up fee: \$100.00 (comes with adapter but you will need your own phone and router)

Comes with - 3000 minutes of North American long distance, caller id, call waiting, call forwarding and voice mail.

We welcome questions, please call for more information. 509 982-2181M-F 9-3

Odessa Office Equipment - P.O. Box 489 - Odessa Wa, 99159 Office hours ~ 9:00am - 3:00pm
(509) 982-2181 Thank you for your business [E-Mail](mailto:info@odessaoffice.com)